

GENERAL TERMS & CONDITIONS OF SALE AND SUPPLY



1. GENERAL

These general Terms and Conditions contained herein apply to all deliveries made and services rendered by Arsenal Testhouse GmbH - a company organised and existing under the laws of Austria, with its principal place of business at Untergoin 39, 3074 Michelbach, Austria, and being registered at the Landesgericht St. Pölten, Austria, under number FN 398698x, which shall be referred to hereinafter as «Arsenal Testhouse». Any changes in or amendments to these terms shall only become effective after having been officially agreed to in writing by Arsenal Testhouse.

2. PURPOSE OF THE AGREEMENT - CONTRACTUAL DOCUMENTS

The purpose of the Agreement is to define the legal, technical and commercial conditions for the supply of Service(s), Product(s) and/or Software, which the Customer orders from ARSENAL in accordance with the Order Form.

The Agreement is composed, in decreasing order of importance, of the following documents: the Technical and Commercial Offer, ARSENAL General Terms of Sale, the Order Form accepted by the Parties and, where applicable, the Specifications. If there is any divergence or contradiction the document with higher priority shall take precedence. However, the Order Form can override ARSENAL General Terms and Conditions if ARSENAL gives its written express consent.

The Customer may not rely on any stipulation of its own general or special terms and conditions or on any prior correspondence or commercial proposals related to the same subject matter as the Agreement.

3. ACCEPTANCE

All quotations made by Arsenal Testhouse are binding within their binding period, which is 30 days unless specified differently in writing. All orders placed with Arsenal Testhouse or any of its branch offices shall only become effective upon written acknowledgement by Arsenal Testhouse, which results in a delivery contract to which the General Terms and Services of Arsenal Testhouse shall apply. Such delivery contract explicitly precludes the application of any terms of purchase contained in order forms or other correspondence of Buyer.

4. ORDER FORM – REGISTRATION SHEET

Any supply of a Service, Product and/or Software by ARSENAL to the Customer is subject to an Order Form

equal to Registration being issued and accepted by the Parties.

The Order Form may either consists in : (i) ARSENAL's Order Form signed by the Customer and which includes ARSENAL's Technical and Commercial Offer, or, (ii) in case the related Service(s), Product(s) and/or Software are proposed by ARSENAL in its online catalogue, ARSENAL's online Order Form approved by the Customer on ARSENAL's web site using a double click, or, (iii) the Order Form placed by the Customer after negotiation between ARSENAL and the Customer and which includes also ARSENAL's Technical and Commercial Offer.

The Order Form sets out the definitive specific terms and conditions by virtue of which the Customer places the Order with ARSENAL for the supply and/or maintenance of Service(s), Product(s) and/or Software, and must in every instance, in order to be valid, be subject to an acknowledgement of receipt sent by ARSENAL via e-mail or any other written communication to the Customer. In the absence of such an acknowledgment sent by ARSENAL, such an Order Form shall be considered null and void.

When the Order Form is issued by the Customer (in writing or electronically), upon receipt of such Order Form, and unless there is any reservation or non-compliance in the Order Form, ARSENAL shall send to the Customer, as quickly as possible, its acceptance of this Order Form. The acknowledgment of receipt and acceptance of the Order Form may be sent by e-mail by ARSENAL, and such email shall be considered as having the value of a signature. If ARSENAL does not respond within period of fifteen (15) days after receipt, the Order Form issued by the Customer shall be considered to be accepted by ARSENAL.

By signing, placing and/or approving any Order Form the Customer indicates his complete acceptance of ARSENAL General Terms and Conditions.

5. OBLIGATIONS OF THE CUSTOMER

The Customer hereby accepts to use the Service(s), Product(s) and/or Software and corresponding Deliverables and Documentation exclusively for the purpose of testing or analyzing or reviewing Customer Equipment and/or Customer Software.

The Customer declares that it acknowledges that the Certifying Authorities may amend their procedures and specifications on test environments at any time. The Customer is responsible for keeping itself informed with regard to any changes in procedures and specifications on test environments.

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Should the Customer require specific procedures or modifications to the environment from that normally specified by the relevant Certifying Authority, it shall inform ARSENAL of such requirements at the least two (2) Working Days prior to the date planned for starting performance of the Agreement.

The Customer agrees to comply with all legislation and regulations that apply in terms of restriction on the use, import, resale or export (specifically insofar as concerns the rules applying to the control of final destination) applying to the Service(s), Product(s) and/or Software and corresponding Deliverables and Documentation supplied and/or made available in accordance with the Agreement.

The Customer agrees not to solicit, recruit or cause to be recruited, directly or indirectly, any member of ARSENAL's personnel or that of a company affiliated to ARSENAL, during the whole period of the Agreement as well as for a further period of twelve (12) months following the end thereof, irrespective of the reason.

In the event of non-observance of this commitment, the Customer will pay ARSENAL, without prejudice to application of the non-competition clauses provided as the case may be in the contract of employment of the employee concerned, financial compensation equivalent to the fifty per cent (50%) of the gross payments, all charges included, made in respect of the remuneration of the employee in question over the twelve (12) months preceding his/her departure.

6. CONDITIONS FOR THE PROVISION AND ACCEPTANCE OF CONSULTANCY OR DEVELOPMENT SERVICES AND TEST AND VALIDATION SERVICES

ARSENAL shall provide the Consultancy or Development Services or Test and Validation Services constituting the subject of the Order Form issued by the Customer in accordance with the Specifications and the applicable procedures and specifications as stated in the Order Form or that apply as defined by the competent Certifying Authorities for test environments.

By mutual agreement between ARSENAL and the Customer, it is recognized and accepted that this method of providing Consultancy or Development Services or Test and Validation Services necessarily has a limited scope with regard to the Specifications and the applicable procedures and technical conditions or the Test and Validation Services in question, in the test environment specified in the specifications on test environments that apply, as defined by the competent Certifying Authorities.

Upon completion of the provision of Consultancy or Development Services or Test and Validation Services, ARSENAL will issue an acceptance report for the said provision addressed to the Customer. The Customer shall have sixty (60) Working Days for Consultancy or Development Services, and fifteen (15) Working Days for Test and Validation Services, counting from the date of issuance of said acceptance report, to:

- state the unqualified acceptance of the said Consultancy or Development Services or Test and Validation Services, by returning the Acceptance Report, duly signed, to ARSENAL, or,
- state acceptance of the said Consultancy or Development Services or Test and Validation Services subject to reservation, stating on the acceptance report, duly signed, the nature and reason for such qualification. ARSENAL shall then have one (1) month to carry out the necessary correction(s). In the event that ARSENAL should not be able to make the necessary correction(s) within the said period of one (1) month, the Parties shall agree on a solution to be implemented as soon as possible.

In the absence of a response from the Customer within the abovementioned period, acceptance of the Consultancy or Development Services or Test and Validation Services shall be considered not to be subject to any reserve.

7. CONDITIONS FOR THE PROVISION AND ACCEPTANCE OF PRODUCTS AND SOFTWARE

The obligations of ARSENAL with respect to the loading, transport and delivery of the Product(s) and/or Software ordered by the Customer, as well as risk transfer and insurances, are defined by the respective Incoterms as specified in the Order Form. The address of delivery of the Product(s) and/or Software will be specified in the Order Form.

At the time of delivery of the Product(s) and/or Software ordered, the Customer undertakes to sign the corresponding delivery slip produced by the transport agent.

The Customer is required to check the state of repair and compliance of the Product(s) and/or Software ordered at the time of delivery and to notify by registered letter with acknowledgment of receipt to the carrier and to ARSENAL within three (3) days subsequent to this delivery date any reservation regarding the Product(s) and/or Software ordered and delivered. Otherwise, the Customer shall be deprived of any recourse for damages that the aforementioned Product(s) and/or Software might have

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sustained during transport or delivery.

The Customer may, within a maximum lead-time of three (3) days following the date of delivery, decide to reject the Product(s) and/or Software ordered which do not comply with the Agreement. In this case, the Customer will send to ARSENAL written notice indicating that this Product(s) and/or Software have been refused and specifying the reasons for this refusal. The Product(s) and/or Software concerned must be replaced at the expense of ARSENAL.

Furthermore, unless otherwise specifically stated on the Order Form, the transfer of ownership to the Customer of the Product(s) (apart from Software), and, except the Intellectual Property Rights attached to, shall take place once the Customer has fully settled all the sums payable to ARSENAL, as stated on the Order Form for the supply of the corresponding Product(s).

8. TECHNICAL AND COMMERCIAL OFFERS FOR THE PROVISION OF CONSULTANCY OR DEVELOPMENT SERVICES AND TEST AND VALIDATION SERVICES

The Customer shall request Consultancy or Development Services or Test and Validation Services from ARSENAL in writing. Upon receiving a written request, ARSENAL shall send the Customer a written Technical and Commercial Offer in the form of an estimate for any Test and Validation Service appearing in ARSENAL's catalogue of Test and Validation Services, or a sales proposal for Consultancy or Development Services or for a particular Test and Validation Service (customized Test and Validation Service). Technical and Commercial Offers shall be valid for two (2) months from the date on which they were sent by ARSENAL.

The Customer shall, upon reception of the Technical and Commercial Offer and prior to commencement of the Consultancy or Development Services or Test and Validation Services under consideration, send ARSENAL the pertinent Order Form, which shall be issued in accordance with the relevant Technical and Commercial Offer.

The Customer may also, if so desired, return the pertinent Technical and Commercial Offer to ARSENAL, having accepted and signed it in agreement without any amendment. In that case, ARSENAL's Technical and Commercial Offer, accepted and signed by the Customer, shall be considered to be equivalent to an Order Form.

Any Order Form that does not conform in all respects with ARSENAL's relevant Technical and Commercial Offer sent to the Customer by ARSENAL must be signed by the latter in agreement. In the absence of a signature by ARSENAL,

such Order Form shall be considered null and void.

The particular characteristics of some Consultancy or Development Services or Test and Validation Services may give rise to special conditions that should be signed and returned by the Customer, together with the Order Form signed in agreement.

9. CONDITIONS FOR RESERVING AND CANCELLING CONSULTANCY OR DEVELOPMENT SERVICES AND TEST AND VALIDATION SERVICES

For certain Services as specified in the Technical and Commercial Offer, the Customer may provisionally reserve a date with ARSENAL for Consultancy or Development Services or Test and Validation Services, if the technical documents described in the procedure in question have been provided by the Customer beforehand. The Customer recognizes that this procedure may be different from one Certifying Authority to the next and that the procedure is described in the documents available from ARSENAL for the Certifying Authority in question. Unless otherwise stipulated in the pertinent Technical and Commercial Offer and/or Order Form, any provisional reservation of a date for Consultancy or Development Services or Test and Validation Services will be valid for ten (10) Working Days after the corresponding acceptance has been sent to the Customer by ARSENAL. After this period, it will automatically be cancelled if ARSENAL has not received an Order Form from the Customer in accordance with the conditions contained in the Agreement. Consequently, it is ARSENAL's receipt of the Customer's Order Form that confirms the reservation.

Unless otherwise stipulated in the pertinent Technical and Commercial Offer and/or Order Form, any Consultancy or Development Service or Test and Validation Service cancelled by the Customer up to five (5) Working Days before the date on which it is to be carried out will be invoiced at ten percent (10%) of the amount of the corresponding Order. If the Customer cancels an Order Form up to forty eight (48) Working Hours before the date fixed for carrying out the corresponding Consultancy or Development Service or Test and Validation Service, twenty percent (20%) of the amount of the corresponding Order will be invoiced to the Customer and if any Order is cancelled within forty eight (48) Working Hours of the date fixed, fifty percent (50%) of the amount of the corresponding Order will be invoiced. The entire amount of the corresponding Order will be due in the event that a Consultancy or Development Service or Test and Validation Service is cancelled without any advance notice.

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10. SCHEDULING CONSULTANCY OR DEVELOPMENT SERVICES AND TEST AND VALIDATION SERVICES

When the corresponding Service requires a reservation of a time slot, the Customer undertakes to send ARSENAL the representative samples of the Customer Equipment and/or Customer Software in question, as well as the Specifications needed to carry out the Consultancy or Development Services or Test and Validation Services forming the purpose of the Order Form at least two (2) Working Days before the date fixed to start the Consultancy or Development Services or Test and Validation Services. Failure to send these samples and Specifications within the period defined above, or if the samples and/or Specifications are not usable, ARSENAL reserves the right to postpone the date that the Consultancy or Development Services or Test and Validation Services forming the purpose of the Order will be carried out, after it has informed the Customer by email, confirmed by registered letter with acknowledgement of receipt in the event of an additional period of more than four (4) weeks.

Subject to ARSENAL receiving the above-mentioned representative samples of the Customer Equipment and/or Customer Software in question, as well as the Specifications needed to carry out the Consultancy or Development Services or Test and Validation Services forming the purpose of the Order within the period defined above, the Consultancy or Development Services or Test and Validation Services will be carried out by ARSENAL within the periods defined on the Order Form.

In the event that the time frame for ARSENAL completing the Test and Validation Services for the Customer as defined on the Order Form do not satisfy the Customer, ARSENAL may then propose that the Test and Validation Services are started within forty eight (48) Working Hours of receipt of the representative samples of the Customer Equipment and/or Customer Software in question, as well as the Specifications needed to carry out the Test and Validation Services forming the purpose of the Order, in return for an increase in the price payable by the Customer as described in the pertinent Technical and Commercial Offer and/or Order Form.

11. CONDITIONS FOR THE PROVISION AND ACCEPTANCE OF DELIVERABLES

The responsibilities and obligations of ARSENAL with respect to the loading, transport and delivery of the Deliverables, as well as the transfer of risk and insurances, are defined by the respective Incoterms as specified in the

Order Form.

Furthermore, unless otherwise specifically stated on the Order Form, the transfer of ownership to the Customer of the Deliverables, excluding the Intellectual Property Rights of the Deliverables, shall take place only once the Customer has fully settled all of the sums payable to ARSENAL in respect to the relevant Order Form.

12. PRICES

The prices quoted in the acknowledgement of order are generally understood to be in EURO (€). In case of quotations and acknowledgements of orders in foreign currency, the prices shall be bound to the respective foreign currency only as long as the exchange rate of same in relation to the EURO (€) has not changed by more than +/-2 % between the date of acknowledgement of order and the date of delivery. Arsenal Testhouse reserves the right, in case of variations by more than +/-2 %, to fix a new price according to the change in the exchange rate for the deliveries outstanding at the moment of such change.

ARSENAL reserves the right to change its prices at any time. However, it is agreed that the prices that appear on the Order Form shall be the only prices that apply to the Customer for the Service(s), Product(s) and/or Software specified on such Order Form.

For any Order a deposit of hundred percent (100%) of the total amount of the Order must be paid by the Customer before the date defined in the Order Form to start the supply of Service(s), Product(s) and/or Software specified on the Order Form and upon reception of the deposit invoice.

Unless otherwise stipulated on the Order Form, invoices shall be drawn up within three (3) Working Days of the Service(s), Product(s) and/or Software being supplied to the Customer in accordance with the Agreement. The invoice shall be payable within thirty (30) days from the date on which it was drafted.

Should the Customer or the third party payer fail to pay on the due date in whole or in part of an invoice, a late payment surcharge will be automatically applied to the outstanding amounts owed without formal notice being required. This surcharge is calculated by applying an annual interest rate of fifteen per cent (15 %) per annum, to the amount of the remaining sums due, Taxes and Duties included. The starting point for the calculation of the aforementioned penalties shall be the day subsequent to the due date of the invoice.

These penalties are due notwithstanding the facility for

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ARSENAL to automatically in accordance with the terms of chapter 15 hereafter, after formal notice sent by registered letter with acknowledgment of receipt that remains unheeded for fifteen (15) days, suspend the performance and/or supply of the Service(s), Product(s) and/or Software ordered until full payment of the invoice or terminate the Agreement, in whole or in part, without prejudice to any of its other rights.

In the event of a risk concerning the solvency of the Customer and/or repeated payment incidents, ARSENAL reserves the right to amend these payment conditions and/or request that the Customer set up warranties. Advance payment is requested for new customers and for customers whose outstanding invoices have been transferred by ARSENAL to a third party credit collection company. ARSENAL reserves the right to refuse to deliver new Service(s), Product(s) and/or Software to customers who have outstanding account balances in excess of thirty (30) days.

Prices for the Service(s), Product(s) and/or Software that appear on the Order Form do not include the costs for shipping of such Service(s), Product(s) and/or Software (including the corresponding Deliverables and Documentation), which are payable by the Customer in accordance with the Incoterms stated on the Order Form.

In addition, the prices for the Services do not include the costs for shipping the representative samples of the Customer Equipment and/or Customer Software in question to ARSENAL or the Documentation needed to provide Services such as Test and Validation Services in accordance with the provisions in the Agreement. In the same way, any costs relating to ARSENAL shipping such Customer Equipment and/or Customer Software or samples and the Documentation back to the Customer shall be payable by the Customer in accordance with the Incoterms specified on the Order Form.

The Customer may appoint a third party as payer. The appointment of a third party as payer does not exempt, in case of failure or delay of such third party payer, the Customer from its payment obligations, the Customer remaining jointly and severally liable with such third party of all payment obligations in accordance with the Agreement. Any invoice sent by ARSENAL to a third party payer shall mention both the name and address of the Customer, in its quality of issuer of the Order Form, together with the name and address of the third party payer.

At least one Service Iteration is required for the Chip Services. A Chip Services project which has been inactive for more than three (3) months will be closed and any

applicable Service Iteration fees in addition to the base fee will be invoiced at this time.

Granted discounts for not fulfilable orders will be subsequently billed after a period of twelve month from the date of the issue of the purchase order by the customer.

13. TERMS OF PAYMENT

Invoices have to be paid net and free of expenses within 30 days, as of date of invoice unless specified differently in writing. The non-compliance with the terms of payment or any circumstances reducing Buyer's creditworthiness which become known to Arsenal Testhouse only after entering into the contract may entail the immediate falling due of all payments outstanding and entitle Arsenal Testhouse, with a reasonable respite, to withdraw from the contract. Payments overdue shall be charged subsequently with a 40 Euro handling fee and a past-due interest rate of 7 percentage points additionally to the ECB MRD (European Central Bank Main Refinancing Operations) interest rate.

18 month after order date final settlement of order will be issued.

14. TIME OF DELIVERY, CHANGE OF ORDER

The times of delivery indicated in the acknowledgement of order are not binding. There shall be no unilateral right of rescission for an acknowledged order. Any claims for damages caused by delayed delivery, short delivery, or nondelivery are excluded. Unforeseeable events incurred through no fault of Arsenal Testhouse or extraordinary events at Arsenal Testhouse or its subcontractors or other impediments impossible for Arsenal Testhouse to foresee shall entitle Arsenal Testhouse to defer the date of delivery for a period equal to the time lost by reason of such event or impediment. In any case Buyer shall be obliged to purchase all products already finished or begun in consequence of the order placed. Notwithstanding Arsenal Testhouse may enforce subsequent charges or claims for damages caused by reduced purchase quantity.

15. RESERVATION OF PROPERTY RIGHTS

Until complete payment of all invoices the products shall remain the property of Arsenal Testhouse. Buyer does not acquire any proprietary rights by incorporating the products into other devices. Any processing of the products delivered by Arsenal Testhouse is done on behalf

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of Arsenal Testhouse. If Buyer incorporates the products into outside goods, Arsenal Testhouse shall become co-owner of the new goods created, and this according to the proportion of the values of its products to those of the outside products jointly used. Until revoked, Buyer shall be entitled to resell, under reservation of the proprietary rights, the goods delivered or products created by their processing within the framework of his regular business activity. Until complete payment of the purchase price Buyer shall cede all claims due to him as a result of such resale, to the amount of the value of the products delivered, to Arsenal Testhouse. Until revoked, Buyer shall be entitled and obliged to collect the claims ceded. Arsenal Testhouse shall be entitled to secure the property under reservation if Buyer does not comply with his contractual obligations, in particular if he handles the property under reservation in an improper manner or comes in default with payment of purchase price. Execution of restitution and securing shall not be deemed a rescission of the contract and shall not revoke Buyer's obligations, in particular payment of purchase price.

16. CONFIDENTIALITY

Each Party will, within the scope of the implementation of the Agreement, be likely to receive from the other Party information that is confidential (referred to hereafter as "Confidential Information"). Such Confidential Information shall only include information which is clearly identified as being confidential. The said Confidential Information shall not include information that (i) is in the public domain or that is, or becomes, publicly available without a breach of this undertaking, (ii) was known to the other Party before it was communicated to it by the disclosing Party, (iii) is developed independently by the other Party, (iv) is disclosed as a result of a legal obligation.

The Parties agree to keep the other Party's Confidential Information confidential and not to disclose it throughout the entire period of performance of the Agreement and for an additional period of two (2) years after the expiry of the Agreement.

In particular, ARSENAL makes the undertaking to the Customer that it shall provide the Consultancy or Development Services or Test and Validation Services and supply the corresponding Deliverables whilst complying with all requirements regarding the confidentiality of the information the Customer should need to provide to ARSENAL during performance of the Agreement.

Each Party undertakes to ensure that this obligation shall be complied with by any subcontractors, consultants and/or designated representatives that may have access to the other Party's Confidential Information. Moreover,

each Party undertakes to ensure that those of its employees having access to the other Party's Confidential Information shall be held to comply with such obligation, either by means of the application of statutory and regulatory provisions inherent to their status or by means of the signature of individual confidentiality undertakings.

However, ARSENAL reserves the right freely and at all times during performance of the Agreement to transmit to its affiliates, during the implementation of the Agreement, any information enabling appreciation of the Customer's financial capabilities.

Failure by one or other of the Parties to abide by this duty of confidentiality may lead to their contractual liability being invoked.

17. CONDITIONS OF DELIVERY

Arsenal Testhouse reserves the right to effect part shipments. All prices are understood to be ex works Arsenal Testhouse principal place of business, uninsured, duty unpaid, packing included.

Services (Test reports, Certificates) are delivered electronically (or if specified in the order printed) only after full payment of invoice.

18. PATENT RIGHTS AND COPYRIGHTS

Buyer shall hold Arsenal Testhouse harmless against any expense or loss resulting from the infringement of patent rights or copyrights and arising from compliance with Buyer's designs, specifications, or instructions. By selling a product to Buyer, Arsenal Testhouse shall in no case convey any patent right to Buyer. Arsenal Testhouse agrees to hold Buyer harmless if any claims resulting from the infringement of a patent right or copyright applicable in the country of Arsenal Testhouse place of business are being asserted against Buyer and if Buyer has notified Arsenal Testhouse promptly in writing of such assertion. Arsenal Testhouse reserves the right to choose appropriate means of defence, including settlements out of court. Should it not be possible for Buyer to use the products under reasonable circumstances, Arsenal Testhouse's liability shall be limited to either changing or replacing the product so that it constitutes no infringement of patent rights or, at its discretion, taking back products not yet incorporated and refunding the purchase price. Arsenal Testhouse shall not be liable for any claims founded on an infringement of patent rights arising from a use of the product contrary to the terms of the contract.

19. SOFTWARE

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Software, as a set of software programmes, pertaining documents, and all subsequent additions including, but not limited to any images, applets, photographs, animations, video, audio, music and text incorporated into the Software are trade secrets or confidential information of Arsenal Testhouse. Buyer shall have a non-exclusive and non-transferrable right of use Software with the products for which such software programmes have been delivered. All other rights shall remain with Arsenal Testhouse or the programme author respectively. Software is licensed to Buyer on a specific number of units and/or for a specific number of users, both depending on order, only on Buyers Designated Equipment on Buyers Designated Site together with the Authorisation Codes only for internal use. In the context of this terms Designated Equipment is either: (i) a single server (located at the Designated Site) with one CPU identified by serial number, host identifier, Ethernet address or MAC address on which the Licensed Programs are stored, or; (ii) a computer or workstation, as identified by its serial number, host identifier number, Ethernet address or MAC address, located at the Designated Site, where the Licensed Programs are installed and used only upon the issuance of an electronic "key". The Designated Equipment shall be of a manufacture, make and model, and have the configuration, capacity (i.e. main memory / data storage memory), operating software version level and prerequisite and co-requisite applications, prescribed in the Documentation as necessary or desirable for the operation of the Software. Furthermore in the context of this terms Designated Site is the specific address of Buyers facility consisting of one or more buildings within a radius of one mile of where the Designated Equipment upon which the software and its components are installed. Buyer has to guarantee that Software is not accessible to third parties or third countries without Arsenal Testhouse prior written approval.

20. TRADE ACCEPTANCE

The products delivered have to be taken over by Buyer, even if they have insignificant defects. The acceptance test shall be carried out by Buyer within fifteen (15) days, as of date of delivery. Should the take-over be delayed by reason of circumstances outside Arsenal Testhouse responsibility, the written communication of readiness for dispatch by Arsenal Testhouse to Buyer shall be considered the date of delivery. In default of any written communication of inability to take delivery by Buyer within the time for taking delivery, the products shall be deemed accepted. The criteria for acceptance or refusal shall be, in case of products specially developed for Buyer, the specifications or test conditions jointly agreed upon or, in

case of standard products, the data sheets issued by Arsenal Testhouse effective at the moment of placing of order.

21. WARRANTY

Arsenal Testhouse warrants that its tangible products except Software will be free from defects in material (if applicable) and workmanship under normal use in conformity with the terms of the contract. Arsenal Testhouse obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective products (if applicable). Buyer has to grant Arsenal Testhouse a reasonable period for removing the defects; if Buyer refuses to grant such period, Arsenal Testhouse shall be released from warranty. The period of warranty for tangible products except Software is twelve (12) months, as of the acceptance of the products by Buyer (see clause 10). Arsenal Testhouse warrants that its Software will execute its programming instructions in material conformance with the documentation when properly installed on the Computer. Due to the complex nature of computer software, Arsenal Testhouse does not warrant that the operation of the Software will be uninterrupted or error free. The period of warranty for Software is thirty (30) days from the date of purchase. Buyer has to give Arsenal Testhouse notice of defects, in writing and stating sufficient reasons, immediately but within fifteen (15) days as of delivery of products at the latest. Any defects that could not be detected within that period in spite of careful examination must be communicated to Arsenal Testhouse, in writing and stating sufficient reasons, immediately after becoming known. In default of such immediate communication, any warranty shall be excluded. The warranty shall be ruled out if the products are handled, after their acceptance, in an improper manner or not in conformity with the instructions recommended and/or documentations handled out by Arsenal Testhouse. Returns shall only be accepted after previous consent by Arsenal Testhouse. In case of warranty claim Arsenal Testhouse shall defray the transportation cost. A case of warranty shall not prolong the initial period of warranty of 12 months for tangible products and 30 days for Software. In case of unjustified complaints Buyer shall reimburse Arsenal Testhouse for all expenses arising from such complaints. Any claims of Buyer beyond the obligations under this warranty are excluded.

22. REFERENCE - COMMUNICATION

The Customer agrees that ARSENAL may, use the Agreement as a professional reference in its internal and external communications materials.

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The Customer authorizes ARSENAL to use its name as commercial reference in internal and external communications media.

23. LIABILITY

Considering the amount of technicality involved in the execution of the Agreement, ARSENAL is bound by an obligation of due care and its liability may only be invoked in the event of duly proven negligence on its part. ARSENAL shall only be held liable for proven misconduct in performing the Agreement if it has caused personal, direct and certain damages to the Customer. ARSENAL shall not assume indirect or accessory damages, in other words, those that do not result directly from its failure to perform the Agreement, including but not limited to: damages for loss of profit, revenue or opportunity, operating loss, business disruption or other economic or pecuniary loss, loss of information or data, damage to the Customer's reputation.

In any case, the Customer's right to compensation in the event of ARSENAL's failure to perform the Agreement or any omission or non-fulfilment of a representation, or the implementation of any warranty stipulated in the Agreement shall be limited to the total amount of the sums actually paid by the Customer to ARSENAL for the Service(s), Product(s) and/or Software corresponding to the fact causing the damages concerned. Furthermore, the cumulative compensation amounts as described hereinabove that ARSENAL may thus be required to pay to the Customer cannot exceed the total value of the Agreement as specified in the Order Form. The Customer and his insurers waive the right to take any action against ARSENAL and his insurers above this limit.

Generally speaking, ARSENAL may not be held liable in the following cases: (i) due to the Customer's non-compliance with the technical specifications, recommendations and conditions for the use of Service(s), Product(s) and/or Software ordered, or (ii) service interruption owing to a maintenance operation pursuant scheduled jointly by the Parties, or (iii) due to a third Party other than a sub-contractor or provider of ARSENAL, or (v) on account of the nature or the content of messages or information dispatched by or hosted in the Service(s), Product(s) and/or Software ordered.

ARSENAL hereby represents that it has taken out and shall undertake to maintain valid insurance policies required to cover the risks that might arise during performance of the Agreement.

24. SUBCONTRACTING

ARSENAL is entitled to sub-contract all or part of the provision of Service(s), Product(s) and/or Software ordered and remains liable vis-à-vis the Customer for the performance of the Agreement.

25. OTHER MATTERS

Place of performance and place of jurisdiction for all claims under a delivery contract according to clause 2 shall be Arsenal Testhouse place of commercial registration, even if any deliveries have been effected by any branch office of Arsenal Testhouse. All delivery contracts shall exclusively be governed by the laws of Arsenal Testhouse place of commercial registration. Buyer can pass on his rights and obligations arising under such delivery contracts only upon Arsenal Testhouse 's written consent. Buyer shall be liable for the observance of the control regulations of any country up to the end user, if applicable, and explicitly agrees to hold Arsenal Testhouse fully harmless. Should any clauses of these General Terms of Trade be or become inoperative, the other clauses shall not be affected thereby.

Revisioin: February 18th 2016