

GENERAL TERMS AND CONDITIONS OF BUSINESS of Insight Dimensions GmbH

§ 1 Scope of Validity

The following General Terms and Conditions of Business (GTC) are exclusively applicable to all contracts between Insight Dimensions GmbH (hereinafter referred to as "Indim") and the contracting party (hereinafter referred to as "the Customer"), as well as to all our services and deliveries. Any adverse or deviating conditions of the Customer shall only apply if expressly acknowledged by Indim in writing. The following GTCs shall also apply in the event that Indim provides services to the customer without reservation being aware of the customer's conditions adverse to or deviating from its own GTCs.

§ 2 Offer, Conclusion of Contract

1. Our offers are subject to change without notice and are without obligation.
2. Any order or work order placed by the customer is a binding offer. The customer is bound to the order or the work order for a period of ten working days. The contract comes into effect either if the receipt of the order or the work order has been confirmed by Indim in writing within this period or if the order has been or is being carried out within this period.

§ 3 Prices and Conditions of Payment

1. Our prices do not include the applicable value added tax.
2. Our invoices are due net immediately upon receipt, unless a different payment date is stated in the invoice. Cheques and bills of exchange shall only be accepted as payment upon a special agreement in writing. Such methods of payment shall only be accepted as an undertaking to pay the costs upon calculation of all collection and discount charges which are payable in cash immediately. Cheques and bills of exchange do not constitute payment until they have cleared.
3. Unless agreed otherwise, the customer shall be charged a down payment in the amount of one third of the total charge upon the receipt of the order confirmation. Further payments shall follow according to the implementation status of the project.
4. In the event of delay of payment, Indim shall be entitled to charge default interest in the amount of 5% over the current reference interest rate of the European Central Bank. The customer is free to produce proof of a lower interest loss. Should Indim be able to prove that a higher interest loss has occurred, it shall be entitled to claim a corresponding compensation from the customer.
5. The customer may only offset such claims against our own as are undisputed, legally recognized or acknowledged by Indim. The customer shall only be entitled to exert his right of retention if his counterclaims arise from a valid contract.

local court of Stuttgart
commercial register number 245852
VAT-ID / USt-ID DE 213130870
bank details:
Savings bank of Calw (Sparkasse Calw)
account number 4 80 96 96
bank number (BLZ) 666 50 85
SWIFT-Code: PZHSDE66
IBAN: DE73666500850004809696

managing directors:
Matthias Weller, MCompSc
Holger Richter, graduate industrial engineer
Claudia Weller

Insight Dimensions GmbH
Otto-Lilienthal-Strasse 36
71034 Böblingen
Germany

§ 4 Cancellation Charge

In the event that the customer cancels the order, Indim shall be entitled, notwithstanding the possibility of claiming a higher compensation for actual damages, to claim the following percentage of the total order fee for the costs arising from the order processing and the loss of profit:

- cancellation of individual order, charges in %:
 - within 21 to 14 days prior to order execution: 20%
 - within 13 to 7 days prior to order execution: 50%
- cancellation of framework contract, charges in %:
 - 6 months prior to contract termination: 17%
 - 3 months prior to contract termination: 35%
 - 1 month prior to contract termination: 50%

The customer is free to produce proof of a lower interest loss.

§ 5 Delivery Time, Delayed Delivery

1. The scope of delivery is specified in the written order confirmation provided by Indim.
2. Delivery dates and deadlines which can be agreed on as binding or not binding are to be specified in writing. The delivery period commences from the date of the conclusion of the contract, however, not before the documents to be procured by the customer have been submitted nor before the receipt of the stipulated down payment. In the case of subsequent changes in the contract, a new delivery date or deadline shall be stipulated if necessary. Our adherence to delivery deadlines is conditional on the customer's fulfilment of his contractual obligations.
3. Indim shall not be made responsible for late delivery or service performance resulting from force majeure which shall also include events that render its performance considerably more difficult or impossible such as strikes, lock-outs, official orders, communication network breakdowns, delays in stipulated part payments such as monthly instalments, etc. unless Indim has caused these events. This provision shall also apply if deadlines and dates have been agreed on as binding. In circumstances such as those mentioned above Indim shall be entitled to defer or suspend the delivery or service performance for as long as these circumstances persist, an appropriate adjustment period added.
4. In the event of default in delivery, the statutory provisions shall apply with the proviso that a possible damage caused by delay shall be limited to a maximum of 5% of the stipulated net supply price or the net total order value unless Indim is guilty of malicious intent or gross negligence.

§ 6 Reservation of Title

1. Indim shall reserve the property in the object of purchase until receipt of any and all payments for any legal reason and until receipt of all bills of exchange and cheques, even if the purchase price has been paid for special claims. In the event of a current account the goods shall serve as collateral securing any and all claims that Indim has or might acquire. Processing the purchase object or transforming of the purchase object shall be performed free of charge and responsibility by order of Indim since Indim shall be considered to be manufacturer according to § 950 of the German Civil Code. It means that Indim reserves property in the object of purchase at all times and degree of transforming of the purchase object. Indim shall gain co-ownership in the new object in the ratio of the value of the purchase object if the purchase object is processed by means of other components not belonging to Indim, (final amount of invoice) to the value of the other, new components at the moment of processing. For the rest, the same provision as for reserved goods shall apply to the object resulting from processing. It shall be considered to be reserved goods in the scope of this paragraph.
2. The customer shall assign to Indim already now any and all claims accruing to him from the resell of the reserved goods irrespective of whether the purchase object was resold without transformation



or after transformation and whether the purchase object was resold to one or many buyers. These will serve as collateral securing any and all claims that Indim has or might acquire.

3. The customer shall be entitled to resell the reserved goods in the ordinary course of business, however, the customer shall assign to Indim any and all claims accruing to him from the resell to his buyers. The customer is not entitled to other dispositions concerning the reserved goods. Indim shall be entitled to request from the customer information on the assigned claim and its debtor.

4. If so requested by the customer or a third party affected by excessive backing of buyer's assets, Indim shall be obliged to release the securities, insofar as the realizable value of Indim's securities exceeds the claim to be secured by more than 20 %; selection of securities to be released shall be at Indim's discretion.

5. In the event of delay of payment or circumstances described in 6 a-c Indim shall be entitled to demand the return of the reserved goods. Withdrawal from the contract does not take place in this case, unless the Consumer Credit Act applies. The taking back of the delivered products shall serve as security for Indim's claims. The customer shall continue to perform on the contract.

6. The customer shall immediately notify Indim, if a) the goods have been attached, seized or otherwise disposed by a third party asserts a claim for reserved goods or if lessor's lien applies, which can affect or endanger Indim's property or constructive possession b) any third party or the customer himself/herself has applied for insolvency proceedings against his or her assets or if an out-of-court settlement is desired or c) the customer has stopped his payments.

§ 7 Warranty

The following warranty provisions shall apply for sales contracts:

1. The warranty period for brand new items is 6 months, otherwise 3 months. It commences from the dispatch of the merchandise or from the date when Indim has completed all installations required for the operation of the object.

2. Indim guarantees that the delivered merchandise will be free of defects or manufacturing faults within the warranty period. The customer is obliged to notify Indim in writing of any apparent defects immediately after the receipt of the merchandise, namely at the time of its delivery by the forwarding agency or by the parcel service but not later than within 3 days after the receipt of the shipment.

3. In warranty cases, Indim shall choose between free-of-charge subsequent improvement or replacement of faulty goods. Indim shall be entitled to two attempts to perform subsequent improvement in each warranty case. Should these attempts be without success, the customer is obliged to set a reasonable time period of at least 14 days to enable proper subsequent improvement or replacement. In the event that Indim fails to repair or replace faulty goods within this additional period, the customer is entitled to either withdraw from the contract or demand an appropriate reduction. Further claims of the customer, especially contract cancellation, reduction claims or damage compensations of any kind shall be excluded, unless Indim should be found guilty of malicious intent, gross negligence or, in the case of slight negligence, infringement of key contractual duties. This disclaimer especially applies to, but is not limited to, consequential damage of any kind, claims due to delayed or faulty subsequent improvement, damage due to possible production breakdown or delays during the maintenance and repair of the delivered goods.

4. The warranty provisions shall not apply for claims due to force major, customer's negligence or improper usage; the warranty provisions shall not apply particularly for cases of subsequent improvement carried out by third parties rather than Indim's representatives.

The following warranty terms shall be applied for contracts for work and services:

1. The customer agrees with the fact that in compliance with the latest state of the art it is not possible to create a perfect software which would be completely error-free in every usage condition.

2. Indim guarantees contractual functioning of the software which was created for the customer in its final version. This functioning corresponds to the capacity description in the accompanying documents which the customer received before the conclusion of the contract. This applies

particularly for contractually committed qualities. In the event of substantial deviations from the capacity description Indim is entitled to perform subsequent improvement. Indim is only obliged to carry out subsequent improvement, if it is not connected with unreasonably high expenses and efforts. If Indim does not succeed in eliminating substantial deviations from the capacity description or enabling the customer to use the software contractually within a reasonable time limit, the customer is entitled to either withdraw from the contract or demand an appropriate reduction.

3. The warranty period is 6 months. It shall commence upon receipt of the goods by the customer. The warranty period shall be extended for the number of days on which the software could not be used contractually over a period of more than 12 hours due to defects. This provision applies only if the customer has immediately notified Indim in writing of these failures.

4. The customer shall immediately upon detection notify Indim of every defect which is not listed in the acceptance certificate. This notification shall be simultaneously executed in writing and contain a precise description of defects. If so requested by the customer, Indim shall in a reasonable manner provide the customer with documentation and information necessary for analysis and remediation of defects.

§ 8 Liability

1. For any legal reason whatsoever, Indim shall be only liable for damage, if the damage was caused by a) an infringement of key contractual duties in a way which endangers the achievement of the contract's intent or b) gross or intentional negligence.

2. The provision under § 8.1a (an infringement of key contractual duties) shall not be applicable if there is neither gross nor intentional negligence. In such case, however, the liability of Indim shall be limited to typical damages and damages foreseeable at the time the contract is entered into.

3. The liability limitations under § 8.2 shall also apply in favour of non-executive employees and delegates of Indim regarding any gross or intentional negligence.

4. In the cases listed in § 8.2 and § 8.3 Indim is not liable for consequential damage, consequential damage caused by defects, loss of profit.

5. The liability limitations shall not be applicable to liability provisions under the Product Liability Act.

6. The liability limitations under § 8.1-8.5 shall also apply in favour of non-executive employees and delegates.

§ 9 Jurisdiction, Applicable Law

1. If the customer is a merchant, a legal entity or a special fund under public law, the following shall apply: jurisdiction over any legal disputes shall lie with the competent court of Böblingen.

2. The same place of jurisdiction applies if the customer does not have any domestic place of general jurisdiction, if the customer is not resident in the Federal Republic of Germany any more or if at the time of suit filing his habitual residence is not known

3. This agreement shall be governed by German law.

4. The courts of Stuttgart shall have exclusive jurisdiction.

§ 10 Final Clause

1. Any additions and amendments to the present document shall be valid if executed in writing. This also applies for this requirement of written form itself.

2. Should any part of these General Terms and Conditions be declared invalid, such invalidation of such part or portion of these General Terms and Conditions should not invalidate the remaining portions thereof, and they shall remain in full force and effect. In such case the contracting parties shall replace the invalid part with another one which shall be economically close to the invalid part.