

## General Sales Terms and Delivery Conditions

### INTERSCHALT maritime systems AG

#### I. General Provisions

1. With regard to the scope of deliveries or services (in the following referred to as deliveries) the mutual declarations in writing shall apply. We herewith object to the purchaser's general business conditions explicitly. They shall be binding only in so far as INTERSCHALT maritime systems AG as Supplier or performing party (in the following referred to as Supplier) has consented to them explicitly and in writing.
2. The Supplier reserves his property rights and copyrights to estimates of costs, drawings and other documents (in the following referred to as documents) without limitation. Documents may be made available to third parties only with prior consent and they must be returned upon request and without delay, if the Supplier has not been awarded the contract. The first and second sentences also apply to the purchaser's documents accordingly; those however may be made available to those third parties whom the Supplier permissibly uses for deliveries.
3. The purchaser has a non-exclusive right to use the software with the agreed features in unaltered form and on the agreed computers. The purchaser must not make back-up copies without an explicit agreement thereto.
4. Performance in part is permissible to the extent that it is acceptable to the purchaser.
5. Alongside these General Sales and Deliveries Conditions the General Bid Terms Software Solutions of the Supplier shall apply. In case of contradictions between provisions of the General Bid Terms Software Solutions and provisions of the General Sales and Deliveries Conditions the provisions of the General Bid Terms Software Solutions shall prevail.

#### II. Prices and Conditions of Payment

1. Prices are understood to be ex factory, excluding packing and plus the statutory value-added tax (VAT). Unless otherwise agreed the prices according to the Supplier's price list in force at the date of conclusion of the respective contract shall apply. If the period between conclusion of the contract and delivery exceeds four months the prices according to the Supplier's price list in force at the time of the service performance shall apply. Service performance is being understood as start of the services.
2. If the Supplier agreed to perform installation and assembly and there is no agreement to the contrary, the purchaser bears all additional costs necessary such as travel cost, cost of the transport of tools and of personal baggage as well as releases.
3. Payments are made to the Supplier's pay office at the purchaser's expense.
4. The purchaser may set-off claims only against counterclaims that have been acknowledged or become recognized as binding. The same applies to the right of retention.

#### III. Retention of Property

1. The objects of delivery (proprietary goods) remain the Supplier's property until the purchase price for the respective proprietary good has been paid. Further, the proprietary goods will remain the Supplier's property until the purchaser has fully paid all of the Supplier's claims against the purchaser founded on the business relation. Furthermore, the proprietary goods remain the Supplier's property until the purchaser has also fulfilled the Supplier's claims arising in future against the purchaser. Should the value of all existing securities to which the Supplier is entitled exceed the guaranteed claims by more than 10 % , the Supplier is obliged, at the purchaser's request, to release a proportionate part of the securities.
2. While retention of property is effective the purchaser must not pledge the property or transfer it by way of security.
3. If the purchaser acquires the proprietary goods for the purpose of direct resale, the purchaser is entitled to resell the proprietary goods within a proper business transaction. If he acquires them for the purpose of handling or processing and consequential selling, he is entitled to sell the work product within a proper business transaction. Proprietary goods not intended for direct resale or handling and processing, respectively must not be resold without prior consent of the Supplier. Resale is also not permitted if claims arising therefrom would be subject to prior disposals to the benefit of a third party, for example being subject to a blanket assignment. Claims arising out of the sale of proprietary goods shall be transferred to the Supplier as of now, this coming into effect at the time of their accrual, to the full amount and including any ancillary rights as well as security interests. The Supplier hereby accepts the purchaser's transfer. The purchaser may collect claims within a proper business transaction as long as he fulfills his duties of payment to the Supplier. Claims are barred from transfer. This does not apply to transfers for the purpose of debt collecting by means of factoring, if at the same time a duty of the factor is put into effect according to which the claims arising therefrom are paid directly to the Supplier, to the extent that claims of the Supplier against the purchaser still exist. In case the purchaser is in default of payments for more than one month, in case of the purchaser's cessation of payment, in case of proprietary goods being seized/attached/pledged or in case a bankruptcy petition has been filed with regard to the purchaser's assets, the purchaser's right to resell proprietary goods lapses, and so does the right to collect claims.
4. In case of pledging, confiscation or other acts of disposal or other interferences by third parties the purchaser must inform the Supplier promptly.
5. If the purchaser breaches his duties, especially in case of default of payment, the Supplier has the right to demand the proprietary goods to be handed out to him, provided the Supplier had specified without result a reasonable period of grace. Taking back the proprietary goods as well as the assertion to have them handed out cannot be construed as withdrawal from the contract. This shall be without prejudice to statutory provisions as to when a specified time period can be dispensed with.

#### IV. Delivery Dates, Default

1. Keeping delivery dates requires that all documents, permissions and clearances which are to be supplied by the purchaser are received in due course, particularly blueprints, as well as the fulfillment of obligations of payment and other obligations by the purchaser. If these requirements are not met in due course, time periods shall be extended appropriately; this does not apply if the Supplier is responsible for the delay.
2. If delivery periods cannot be met due force majeure, for example because of mobilization, war, unrest, or similar circumstances such as but not limited to strikes, or lockout, delivery periods will be extended to a reasonable extent. This applies also if these circumstances occur at Suppliers of the Supplier.
3. The purchaser may withdraw from the contract under statutory provisions to the extent that the Supplier should be responsible for the delivery's default. The aforesaid provision shall be without prejudice to the purchaser's position regarding the burden of proof.
4. The purchaser is obliged to declare at the Supplier's request and within a reasonable time period whether he withdraws from the contract due to the delivery's default or whether he insists on delivery.
5. If shipping/dispatch or delivery are delayed at the purchaser's request for more than one month after readiness to ship has been declared, the purchaser can be charged a demurrage for each started month in the amount of 0,5% of the price of goods delivered up to a maximum of 5 %. The contracting parties may furnish proof that the actual storage cost were higher or lower than that.
6. If shipping is delayed more than three months as compared to the contractual delivery date for reasons for which the purchaser is responsible and if the Supplier has signaled to the purchaser its readiness to ship according to the contractual delivery date, the Supplier shall be entitled to fully bill the purchaser for the items to be delivered. Further, the Supplier is entitled to bill the purchaser a contractual penalty for each day of delay in the amount of 0,1 % of the price agreed (without value-added tax). The contractual penalty shall not exceed 5 % of the price agreed (without value-added tax). This shall be without prejudice to further claims of the Supplier.
7. If the date of contractually agreed date of initial operation is delayed more than three months for reasons for which the purchaser is responsible, the Supplier shall be entitled to fully bill the purchaser for initial operation. Further, the Supplier is entitled to bill the purchaser a contractual penalty for each day of delay in the amount of 0,1 % of the price agreed for initial operation (without value-added tax). The contractual penalty shall not exceed 5 % of the price agreed (without value-added tax). This shall be without prejudice to further claims of the Supplier, particularly damages (also for delay). If Supplier and purchaser have come to an understanding that the Supplier's services shall be billed per time, then the Supplier is entitled to bill the purchaser a contractual penalty in the amount of EURO 500. The contractual penalty shall be capped at EURO 10,000.00 (ten thousand). This shall be without prejudice to further claims of the Supplier.

#### V. Passing of Risk

1. The risk also passes to the purchaser in case of carriage free delivery as follows:
  - a) in case of deliveries without installation and assembly, if deliveries have been dispatched or picked up. At the request and cost of the purchaser deliveries will be insured against the usual risks of transport;
  - b) in case of deliveries with installation and assembly on the day of taking them into the undertaking or, if so stipulated, after a test run without complications or after acceptance, respectively.
2. If shipping/dispatch, delivery, the beginning or the performance of installation or assembly or the taking into the undertaking or the test run are delayed due to circumstances the purchaser is responsible for, or the purchaser is in default in acceptance for other reasons, risk passes to the purchaser.

#### VI. Installation/Assembly/Acceptance

1. With regard to installation or assembly the following provisions shall apply unless agreed otherwise and in writing:
  1. The purchaser must ensure at his own expense and provide in due course:
    - a) Any earth works, construction and other ancillary works unrelated to the industry including skilled workers and help, building materials and tools,
    - b) Articles of use and materials of use necessary for assembly and implementation such as scaffolding, hoisting gear and other appliances, combustibles and lubricants,
    - c) Energy and water at the place of use including receptors/receptor plugs, heating and lighting,
    - d) At the place of assembly rooms for storage of machine parts, apparatuses, materials, tools etc., which must be sufficient in size, fitting, dry and lockable, and also appropriate rooms for assembly personal for the purpose of work and shelter, including appropriate sanitary facilities; further the purchaser must take such precautions on behalf of the Supplier's possessions as well as for assembly personnel as he would take on behalf of his own possessions,

- e) Protective clothing and protection devices necessary due to conditions at the assembly site.
3. The purchaser must make available the necessary information on the location of covered electricity, gas and water lines or similar facilities as well as the necessary static information without request before assembly begins.
4. Additions and objects necessary to start the work must be on the site where installation or assembly is to take place before installation and assembly begins and all preparatory work must have progressed so far before the installation that installation and assembly can begin as stipulated and without necessitating recalculations. Space for access and areas for installation and assembly must be flattened and cleared.
5. If installation, assembly or implementation is in delay because of circumstances for which the Supplier is not responsible, the purchaser must bear the cost for waiting and additional travel of the Supplier or of assembly personnel to the appropriate extent.
6. The purchaser must give account to the Supplier on a weekly basis as to the duration of the assembly personnel's work as well as to the completion of the installation, assembly or implementation without undue delay.
7. If the Supplier demands acceptance after the delivery has been completed, the purchaser must carry out acceptance within two weeks. If this does not occur, then acceptance is construed to have occurred. The Supplier will inform the purchaser of this constructive acceptance when demanding acceptance. Acceptance is also construed if the delivery—possibly after an agreed test period, as the case may be—has been put to use. The purchaser may not deny acceptance of deliveries on grounds of insubstantial defects.

#### VII. Material Defects

The Supplier is liable for material defects as follows:

1. Those parts or services which show a material defect within the limitation period – irrespective of the operation period - must be cured without charge, redelivered or remade/performed again at the Supplier's discretion, if the cause for it was already present at the time of passing of risk. The Supplier has at least three attempts to cure, redeliver or perform again.
2. Material defects shall be time-barred in 12 months from the passing of risk (refer to Art. V.). This shall not apply where statute proscribes longer limitation periods under the German Civil Code sections 438 first paragraph second subparagraph (buildings and objects for construction), 479 first paragraph (claim for restitution) and 634a first paragraph second subparagraph (construction defects), neither in case of injury to life, body or health, nor in case of the Supplier's willful or grossly negligent breach of duty or in case the Supplier has fraudulently concealed the defect. This shall be without prejudice to statutory provisions on suspension of expiry, suspension and recommencement of the limitation periods.
3. The purchaser shall report obvious material defects to the Supplier promptly and in writing. Concealed material defects shall be reported promptly after they have been discovered.
4. If the purchaser's complaint concerning material defects was without merit, the Supplier is entitled to claim from the purchaser the costs that have arisen thereof.
5. First and foremost the Supplier shall be afforded the opportunity to cure (the defect) within a reasonable time period. Cure entails the defect being remedied or a thing free of defects being supplied or new performance, respectively (refer to Art. VII. No. 1).
6. If the cure fails (refer to Art. VII. No. 1) the Supplier may – without prejudice to potential damages under Art. X – withdraw from the contract or reduce the price.
7. There shall be no claims for defects in cases of minor variations from the agreed quality, in cases of insubstantial impairments of usability, in cases of natural abrasions or damages which occurred after passing of risk due to incorrect or neglectful use, overuse, improper equipment, flawed construction work, improper construction foundation or as a result of external influences, which are not anticipated by the contract as well as software errors that are not reproducible. There shall be no claims of the purchaser for material defects or consequences arising out of material defects if the purchaser or a third party caused improper changes or conducted improper maintenance work.
8.
  - a) Cure of Defects/rectification within Germany: Claims of the Purchaser incurred for the purpose of cure/rectification, especially shipping/dispatch, travel and labour costs are barred, as far as higher costs are incurred with regard to the circumstances that the object of delivery has been brought to a different place than the previously agreed place of business of the Purchaser, unless locating occurred within the scope of its intended use. After the commissioning/installation of the object of delivery on the respective vessel the Purchaser shall bear all costs for shipping/dispatch incurred with regard to the purpose of cure/rectification. Accordingly the Supplier shall bear the costs regarding the materials necessary to achieve the purpose of cure rectification.
  - b) Deliveries outside Germany: Claims of the Purchaser with regard to the Cure of defects/rectification, especially shipping/dispatch, travel and labour costs are barred in any case. The Supplier shall bear only the costs regarding the materials necessary to achieve the purpose of cure/rectification."
9. The purchaser's claims for restitution against the Supplier under Section 478 of the German Civil Code (claim for restitution) exist only insofar as the purchaser has not entered into agreements with his customers which exceed the statutory claims for material defects. With regard to the amount of the purchaser's claim against the Supplier for restitution under Section 478 second paragraph of the German Civil Code Art. VII No. 8 shall apply accordingly.
10. Claims for damages are further governed by Art. X (Other Damage Claims). Further or other claims of the purchaser against the Supplier and his vicarious agents than those governed by Art. VII on grounds of material defects are barred.

#### VIII. Industrial property rights and Copyrights; Legal Defects

1. The Supplier's duty to perform the delivery free of third parties' industrial property rights and copyrights (in the following: industrial property rights) is limited to the country of performance,

unless stipulated otherwise. If a third party asserts claims on grounds of industrial rights being infringed by the Supplier's deliveries, the Supplier shall be liable to the purchaser within the time period provided under Art. VII No. 2 and as follows:

- a) The Supplier shall, at his discretion and at his expense either obtain a license for the deliveries in question, or change them so that they do not infringe industrial property rights, or replace them. If this is not possible for the Supplier at reasonable conditions, the purchaser shall be entitled to statutory rights to withdraw from the agreement or to reduce the price.
  - b) The Supplier's duty to pay damages is governed by Art. X.
  - c) The aforementioned duties of the Supplier shall exist only if the purchaser has informed the Supplier of claims asserted by third parties promptly and in writing, if he does not acknowledge an infringement and if any defense measures and settlement negotiations are reserved to the Supplier. If the purchaser discontinues using the deliveries in order to mitigate the damage or for other significant reasons he is obliged to inform the third party that the discontinuation of use does not constitute an acknowledgement of infringement.
2. Claims of the purchaser are barred if he is responsible for the infringement.
  3. Claims of the purchaser are further barred if the infringement is caused by specific instructions by the purchaser, by a use which was not foreseeable to the Supplier, or by the delivery being altered by the purchaser, or by it being used in connection with products not delivered by the Supplier.
  4. In case of infringement the claims governed by No. 1 a) are further governed by provisions Art. VII No. 4, 5 and 9 accordingly.
  5. In case of other legal defects provisions under Art. VII shall apply accordingly.
  6. Further or different claims - on grounds of legal defects asserted by the purchaser against the Supplier or his vicarious agents - than those governed by this Art. VIII are barred.

#### IX. Exclusion of Performance; Adaptation of the Contract

1. If the delivery is impossible, the purchaser is entitled to assert damages unless the Supplier is not responsible for that impossibility. However, the purchaser's claims for damages are limited to 10% of the value of that part of the delivery which cannot be put into an expedient operation due to the impossibility. This limitation shall not apply in cases in which liability is compulsory due to willful behavior, gross negligence or because of injury to life, body or health; this shall not constitute a shift in the burden of proof. This also shall be without prejudice to the purchaser's right to withdraw from the contract.
2. If unforeseeable events within the meaning of Art. IV No. 2 alter the commercial relevance or the content of the delivery substantially or impact the business operations of the Supplier substantially, the contract shall be adjusted reasonably and in good faith. If this is not economically acceptable to the Supplier, he shall have the right to withdraw from the contract. If he wants to exercise this right to withdraw, he must inform the purchaser of the gravity of the event promptly after its realization, and even so if a prolongation of the delivery time had been agreed with the purchaser.

#### X. Claims for Damages

1. The purchaser's claims for damages and costs (in the following: claims for damages) are barred, irrespective on which legal grounds they are based. This shall apply especially on grounds of breach of duty within an obligation or tort.
2. The exemption of liability pursuant to Art. X No. 1 shall not apply if there is compulsory liability, for example under the Products Liability Act (Produkthaftungsgesetz), in cases of willful behavior, gross negligence or because of injury to life, body or health, or on grounds of breach of substantial contractual duties. However, claims for damages in case of breach of substantial contractual duties shall be limited to foreseeable damages typical to the respective contract, unless there is liability on grounds of willful behavior, gross negligence or because of injury to life, body or health. The aforesaid provisions shall be without prejudice to the burden of proof.
3. The aforesaid liability limitations shall also apply to the Supplier's liability for his company organs (directors and officers), his employees and his vicarious agents.
4. If the purchaser is entitled to claims for damages under this Art. X, those shall be time-barred according to the same limitation period as provided for claims on grounds of material defects under Art. VII No. 2. In case of claims for damages under the German Products Liability Act (Produkthaftungsgesetz) statutory limitation periods apply.

#### XI. Jurisdiction and Applicable Law

1. If the purchaser is a businessman, there shall be exclusive jurisdiction at the place of jurisdiction of the Supplier for all disputes arising out of this contract directly or indirectly. Nevertheless the Supplier shall be entitled to bring actions at the place of jurisdiction of the purchaser.
2. With regard to the business relation German substantive law with the exclusion of the UN Convention on Contracts for the international Sale of Goods (CISG) shall apply.

#### XII. Severability Clause

In the event that certain provisions of the contract are invalid the remaining parts of the contract shall remain binding. This shall not apply if upholding the contract would result in undue hardship to one party.