

GENERAL PURCHASING CONDITIONS OF SPHEREA GMBH

1. Scope

- 1.1 The following General Purchasing Conditions of SPHEREA GmbH (hereinafter referred to as "SPHEREA") apply to the production of works and to the purchase of goods by SPHEREA from the Supplier (together "deliveries") as well as to the performance of services ("services").
- 1.2 Any general terms and conditions of the Supplier deviating from or supplementing these General Purchasing Conditions are non-binding for SPHEREA, even if SPHEREA does not object to them explicitly, or if the Supplier states that he wishes to deliver only according to his general terms and conditions, or if these are included in his declaration of acceptance pursuant to Section 2.1, or the delivery note or, as the case may be, the purchase order. Acceptance or payment of deliveries and services does not constitute agreement either.

2. Prices

- 2.1 Unless otherwise agreed, fixed prices are agreed which exclude subsequent claims or price increases of any kind.
- 2.2 Deliveries are made DDP, INCOTERMS 2010, unless agreed otherwise.

3. Payment Terms

- 3.1 Invoices of the Supplier shall be submitted in duplicate and shall contain all information required in the order for each delivery.
- 3.2 Subject to invoice verification, SPHEREA will effect payments by electronic bank transfer to the Supplier's bank account as notified to SPHEREA.
- 3.3 Payments shall be made thirty (30) days after receipt of the invoice. The Supplier shall use its best endeavors to issue invoices at the time of delivery / performance of services.
- 3.4 Should the payment day be a Saturday, Sunday or a bank holiday the payment shall be made the following business day.
- 3.5 Any interest rate for late payment of the Supplier shall be limited to the legal interest rate stipulated in § 288 II in connection with § 247 of the German Code Civil (BGB). § 288 IV BGB shall be excluded.

4. Delivery Date, Place of Fulfillment

- 4.1 Agreed delivery and performance dates and deadlines are binding. Advance deliveries and performances as well as deliveries and performances after the agreed delivery date are permitted only with the consent of SPHEREA.
- 4.2 The Supplier shall notify SPHEREA without undue delay, if and as soon as it becomes apparent that he will be unable to meet the delivery or, as the case may be, the performance date. The acceptance of a late delivery or service by SPHEREA does not contain any waiver of compensation claims.
- 4.3 If - in the event of delay - the Supplier cannot prove that he is not responsible for the delay, SPHEREA may charge a penalty in respect of each commenced working day of delay amounting to 0.2 % but not exceeding a total of 5% of the total value of the contract. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may be claimed up until the date of final payment. SPHEREA shall be entitled to charge the penalty in addition to performance. Further rights and claims shall be reserved herewith.
- 4.4 SPHEREA is not obliged to accept partial deliveries or services. In the case of agreed partial deliveries, the remaining quantity still to be delivered shall be stated in the delivery note.
- 4.5 Place of fulfillment for the Supplier's deliveries or services is the receiving place specified in the order. If no receiving place is specified and it cannot be derived from the nature of the obligatory relationship either, the branch office of SPHEREA shall be deemed place of fulfillment.

5. Shipment, Transfer of Risk, Export Control

- 5.1 Shipping papers such as e.g. delivery notes and packing slips shall be included with the deliveries. All documents shall state the order numbers and the identification required by SPHEREA for the order. No later than on the day of shipping, a shipping notice shall be sent to SPHEREA in advance by fax or e-mail.
- 5.2 In the case of deliveries with installation or assembly, risk passes upon acceptance to be carried out at the place of assembly.
- 5.3 The implied acceptance set forth in Section 640 paragraph 1 sentence 3 of the German Civil Code (BGB) is excluded.
- 5.4 The Supplier shall observe any export restrictions.

6. Rights of SPHEREA in the Case of Defects under a Purchase Agreement or a Contract to produce a Work

- 6.1 The Supplier shall be responsible for defects of the deliveries under a purchase agreement or a contract to produce a work for a period of three years from the transfer of risk. In deviation from sentence 1, the limitation period for buildings and for works, whose results consist in the rendering of planning or monitoring services for this purpose, amounts to five years from acceptance.
- 6.2 SPHEREA will notify the Supplier in writing without undue delay about any defects as soon as these are determined during the ordinary course of business. Insofar, the Supplier waives the objection of late complaint of defects.
- 6.3 SPHEREA shall be entitled to the statutory claims for defects without restrictions. SPHEREA shall have the right, at its option, to demand from the Supplier to rectify the defect or deliver an item free of defect or, as the case may be, the production of a new work. The right to claim damages, particularly the right to claim damages instead of performance, shall remain reserved.
- 6.4 7.4 In addition to the statutory claims, SPHEREA may in the case of a defect, after the fruitless expiration of a reasonable period set by SPHEREA for subsequent performance, rectify the defect itself and demand reimbursement of the necessary expenses, unless the Supplier has a right to refuse subsequent performance. In this respect, the statutory provision pertaining to self remediation of defects for contracts to produce a work (Section 637 BGB) shall apply to purchase agreements accordingly. SPHEREA may demand advance payment from the Supplier for the expenses required to rectify the defect.

7. Rights of SPHEREA in the Case of Breaches of Service Contracts

- 7.1 Notwithstanding Section 7, the statutory rights of SPHEREA shall apply in the case of breaches of service contracts.

8. Quality and Safety, Access Right

- 8.1 The Supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data and standards. He shall furthermore advise SPHEREA about any special, not generally known handling and disposal requirements and shall provide for each delivered good a manufacturer's certificate or certificate of conformity (CE) within the meaning of the applicable Directives of the European Union or other statutory provisions. Changes of the deliveries and services require the prior written consent of SPHEREA. The manner and nature of the cooperation on the quality sector, such as e.g. first sampling and documentation, is set forth in the respective product specification.
- 8.2 Employees authorized by SPHEREA and the representatives of public authorities or their delegates have access to all business premises at all times during regular business hours in which work is carried out for SPHEREA, irrespective of whether these are business premises of the Supplier or of his subcontractors, and may inspect all applicable and order-related documents for auditing purposes or to verify legal requirements. These access rights during visits must particularly be granted to all persons authorized by SPHEREA, who are responsible for monitoring progress of the work commissioned by SPHEREA from the Supplier and for related audits, examinations, or for the qualification of the Supplier.

8.3 The representatives of customer of SPHEREA shall have access to all business premises at all times during regular business hours, where work is carried out for SPHEREA, if SPHEREA has consented.

9. Provision of Materials

9.1 All documents and objects of any kind provided to the Supplier by SPHEREA remain the property of SPHEREA. They may be used exclusively for providing the ordered deliveries or services. The Supplier shall insure all objects provided to him against loss and deterioration. The Supplier does not have any retention right with respect to the objects of SPHEREA.

9.2 To the extent that objects provided by SPHEREA are processed or transformed by the Supplier into a new movable object, SPHEREA is deemed to be the manufacturer. In the case of a connection or inseparable mixing with other objects, SPHEREA acquires joint ownership in the new object in proportion of the value, which the objects had at the time of connection or mixing. If the connection or mixing occurs in a manner, where the objects of the Supplier have to be considered the main object, it shall be agreed that the Supplier transfers proportional joint ownership to SPHEREA, while the Supplier stores the joint ownership for SPHEREA free of charge.

9.3 The Supplier shall carry out any maintenance and inspection work that may be necessary at his own expense and shall insure the provided objects sufficiently and prove this to SPHEREA upon request.

10. Confidentiality

10.1 10.1 The order of SPHEREA shall be treated confidentially. The Supplier furthermore shall keep all commercial and technical information and documents, which become known to him through the business relationship and which are not generally known, secret and use these exclusively for providing the ordered deliveries. Drawings, models, samples, and similar objects shall not be submitted or made available to unauthorized third parties. Duplicating such objects is permitted only within the limits of copyright provisions and to the extent required in order to fulfill the obligations incumbent upon the Supplier. Any subcontractors shall be bound to confidentiality accordingly.

10.2 The Supplier is only entitled to mention, depict, or use the company name or trademarks of SPHEREA in any other way for purposes of advertising materials, when naming references, or for other publications, if SPHEREA has consented to this in writing in advance.

10.3 SPHEREA may demand observance of further security regulations.

11. Spare Parts, Readiness to Deliver

11.1 The Supplier shall supply spare parts to SPHEREA under reasonable conditions throughout the period of the usual technical lifetime, but in any case for a period of at least ten years after the last delivery.

11.2 If the Supplier discontinues the delivery of the goods after expiration of the period set forth in Section 11.1 or during that period, he shall provide SPHEREA with the opportunity for a last order under reasonable conditions.

12. Rights to the deliveries and services; Open Source Software

12.1 If the deliveries or the services provided by the Supplier are subject to patent or copyright protection, SPHEREA shall be granted all rights of reproduction, use, operation, release, adaptation, modification or translation of the deliveries or the service as far as this is necessary for the purpose of the purchase order. The grant of rights under this Section is included in the compensation according to Section 3.

12.2 SPHEREA acquires full property of the deliveries or the services covered by the respective purchase order, in particular insofar as folders, plans, technical memos, drawings, models, prototypes or tooling are concerned.

12.3 The Supplier shall inform SPHEREA - at the latest at the time the order is confirmed - whether the deliveries and services to be delivered contain "open source software". In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License.

Should the deliveries and services delivered by the Supplier contain open source software, the Supplier must deliver to SPHEREA at the latest at the time the order is confirmed the following:

- The source code of the relevant open source software, insofar as the applicable open source conditions require the disclosure of this source code;
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license;
- A written declaration that through the intended use of the open source software neither the deliveries of the Supplier nor the products of SPHEREA will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's deliveries, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its deliveries and services contain open source software, then SPHEREA is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

13. Product Liability; Infringement of Rights of Third Parties

13.1 If SPHEREA is held responsible by a third party because of the defectiveness of a product and if the defectiveness is due entirely or in part to a defect of the Supplier's delivery, SPHEREA may instead of compensation of all losses also demand indemnification vis-a-vis the third party. The Supplier's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is appropriate.

13.2 The Supplier shall indemnify SPHEREA against any liability based on claims that the deliveries and services of the Supplier intentionally or negligently infringe any third-party rights. In this case, the Supplier shall indemnify and hold harmless SPHEREA on first written demand from all cost, expenses and payment obligations arising from the infringement. SPHEREA shall refrain from concluding any agreements with the third party related to the infringement, in particular from any settlement agreement, without the Supplier's prior approval.

14. Security Declaration for accredited traders (AEO)

- 14.1 With the acceptance of the order through the order confirmation or delivery, the supplier declares that:
- Goods which were produced, stored or transported on behalf of accredited traders (AEO) or delivered to them or overtaken by them, are produced, stored, handled, processed and loaded in secured business premises and transfer sites
 - Goods are secured from unauthorised access during production, storage, handling, processing, loading and transportation
 - That the personnel who is appointed to produce, store, handle, process, load, transport and take over such goods is reliable
 - Business partners, who are acting on behalf of the supplier, are instructed that they also have to implement measures to secure the above mentioned supply chain
 - Personnel services, which are carried out in the premises of the supplier, are exclusively executed by personnel who are checked under the currently applied sanctions list EG – regulation (e.g. EG 2580/2001, EG 881/2002, EG 735/2011)

15. Employee Protection, Environment and Hazardous Materials

15.1 The Supplier shall employ only such employees for works at SPHEREA who have the qualification required for this work. The Supplier shall make corresponding proof available to SPHEREA upon request with short notice for a sample examination

15.2 The Supplier shall comply at his own expense with the applicable legal requirements, in particular safety and environmental regulations, including the regulation concerning hazardous materials and the German Electrical and Electronic Equipment Act (EG Regulation No. 2002/95/EG (ROHS 1).

15.3 The Supplier shall fulfil at any time all requirements according to applicable national and European law, especially but not limited to Regulation No. 1907/2006 ("REACH") from the 18th December 2006 concerning the handling of chemical materials. The Supplier shall especially fulfil all duties imposed upon him regarding the market access requirements and the marketability, including any necessary registration as well as compliance with all duties to inform with regard to delivered substances, preparations/mixtures and/or articles as well as their packaging. Where necessary the Supplier shall fulfil the

requirements by appointing an Only Representative according to Article 8 REACH.

Even without any specific request the Supplier shall provide all information which SPHEREA needs to receive in order to use the deliveries by the Supplier according, especially but not limited to information according to Articles 31 to 33 (incl.) REACH. Complete and correct provision of information shall be a prerequisite for proper deliveries. In case of failure to fulfill these information duties the deliveries are considered as defective.

Any information subject to this clause shall be sent immediately after signing the contract, unless SPHEREA expressly specifies otherwise. The parties agree that the afore-mentioned obligations of the Supplier shall be considered as material contractual obligations (so-called "cardinal duties"), which are essential for the execution of the contract. In the event, that the Supplier does not fulfil, does not sufficiently fulfil or does not fulfil in time the afore-mentioned obligations, the Supplier shall indemnify SPHEREA against each and any damages, which SPHEREA may incur from the non-fulfilment of the afore-mentioned obligations by the Supplier.

15.4 A current version of the safety data sheet in accordance with the EU Commission Regulation 1907/2006/EEC ("REACH Regulation") and the Directive 67/548/EEC ("Dangerous Substances Directive") in the German and English language shall be included with each delivery.

15.5 The Supplier shall be responsible for the reacceptance and disposal obligation according to Section 10 paragraph 2 German Electrical and Electronic Equipment Act and shall bear any related costs.

16. Insurance

16.1 The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by SPHEREA. At a minimum, Supplier shall maintain a General Third Party liability Insurance for an amount of no less than 5.000.000 (five million) EUR per occurrence and in the yearly aggregate. The Supplier shall also conclude and maintain Product Liability Insurance. The limit of coverage of such insurance shall be not less than 5.000.000 (five million) EUR per occurrence and 10.000.000 (ten million) EUR in the yearly aggregate.

16.2 The Supplier shall provide certificates of such insurances on request of SPHEREA at any time.

17. Final Provisions

17.1 The laws of the Federal Republic of Germany excluding the provisions of the UN Convention on the International Sale of Goods (CISG) shall apply to all legal relationships between SPHEREA and the Supplier.

17.2 Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, SPHEREA may terminate the contract and/or any purchase orders issued there under. In the event of termination SPHEREA may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

17.3 Place of venue for all disputes arising from the business relationship as governed by these General Purchasing Conditions shall be, at option of SPHEREA, the place of fulfillment as per Section 4.5 or Munich. SPHEREA is furthermore entitled to file a claim against the Supplier at any other place of general or special jurisdiction.

17.4 Changes and amendments to these General Purchasing Conditions as well as side agreements require the written form. This shall also apply to any waiver of this written-form clause.

17.5 If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.