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GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PROVISION OF SERVICES

United States of America

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PROVISION OF SERVICES

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale, Delivery and Provision of Services (the "Terms") shall apply to every agreement of sale and delivery of goods, every license agreement, every agreement concerning provision of services (including consultancy, development and other hourly – based services) concluded by the Supplier, every offer made by the Supplier, every commission and order placed by the Customer and further cooperation between Supplier and Customer, unless otherwise agreed in written form by the Supplier.

1.2 The Customer's general terms shall apply only if these terms have been expressly accepted in written form signed by an authorized officer of the Supplier. A mention of or reference to the Customer's general terms in a commission, order or other document shall not make these terms applicable to any Agreement concluded with Supplier. No additional or different terms or conditions will be binding upon the Supplier unless expressly accepted in written form signed by an authorized officer of the Supplier. Failure of the Supplier to object to conditions contained in any other writing or other communication from Customer shall not be construed as a waiver of these Terms nor acceptance of any such other provisions. These Terms also serves as notice of the Supplier's objection to and express rejection of any terms and conditions of purchase included in the Customer's order or other writing that are different from or additional to these Terms. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

1.3 If at any time any one or more of the provisions of these Terms become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Terms shall not be in any way impaired.

2. DEFINITIONS

2.1 "Agreement" shall mean every agreement of sale and delivery of goods, every license agreement, every agreement concerning provision of services (including consultancy, development and other hourly – based services) concluded and accepted by the Supplier pursuant to Section 4.4 below, every offer made by the Supplier, every commission and order placed by the Customer and further cooperation between Supplier and Customer, unless otherwise agreed in written form by the Supplier.

2.2 "Customer" shall mean each entity entering into these Terms with the Supplier, as well as each entity that makes an offer, gives a commission or places an order with the Supplier.

2.3 "Parties" shall mean the Supplier and the Customer, together, or each a "Party".

2.4 "Product" shall mean the subject matter of any sale and delivery of a good concluded between Supplier and Customer.

2.5 "Service" shall mean the subject matter of every provision of services concluded between Supplier and Customer.

2.6 "Supplier" shall mean Creadis Inc., a Delaware corporation.

3. FORM

3.1 For the purposes of these Terms "in writing" shall mean in text form (including e-mail, pdf, copy and fax) and "written form" shall mean a hand-signed document.

3.2 Any amendment or supplement to these Terms shall be made in written form. Other statements and notices shall be made in writing, unless otherwise stated in these Terms.

4. OFFERS

4.1 Supplier's offers are, unless otherwise agreed in writing, valid for 30 days from the date of the offer. The Customer's acceptance of the offer is considered to be submitted within the deadline if it was delivered to the Supplier in writing before the offer expires.

4.2 Price estimates quoted in the offer are purely advisory and not binding for the Supplier, unless otherwise stated directly in the offer.

4.3 By accepting the offer, giving a commission or placing an order, the Customer shall be deemed to accept these Terms, without exception, as part of the Agreement.

4.4 An Agreement is only formed when the Supplier gives order confirmation in writing or when the Agreement has been agreed in writing unless the Supplier has already commenced performance before that time – in such case the Agreement is formed when the Supplier commenced providing services or performing the order or commission.

5. SPECIFICATIONS

5.1 Upon giving a commission or placing an order, the Customer shall provide the Supplier with a specification of the Customer's needs, wishes and technical requirements in writing. The Supplier is not liable for any damages and/or losses resulting out of non-performance or improper performance of this obligation by the Customer. The Supplier assumes no liability as to any patent or copyright infringement by virtue of the use of the Products in combination with other goods or services, or the use of Products produced or manufactured to the Customer's specifications.

5.2 With respect to the quality of the Products, only the agreed upon specification shall apply.

5.3 The Supplier shall have the right to make, without notice, any necessary amendments to the technical requirements of the Product or Service.

5.4 The Customer agrees to indemnify, defend and hold harmless the Supplier, its officers, directors, employees, agents and insurers of each of them, from and against any and all third party claims, demands, actions, damages, expenses, costs, claims, judgments and liabilities (including, without limitation, interest, penalties and reasonable attorneys' fees and investigative costs) incurred by the Supplier, arising from, in connection with or as a consequence of any third party intellectual property claims brought in connection with the Products or Services provided to the Customer pursuant to Customer's specifications. This Section 5.4 shall survive the termination or expiration of these Terms.

6. PRICES

6.1 Quoted and agreed prices are exclusive of taxes and duties. Any tax, assessment, duty, custom or other fee of any nature imposed upon the Products or Services, their sale, transportation, delivery, use or consumption imposed by any governmental authority, domestic or foreign, on or measured by the transaction between the Supplier and the Customer shall be paid by the Customer in addition to the price quoted or invoiced. In the event that the Supplier is required to pay any such tax, duty, fee or charge, the Customer shall reimburse the Supplier therefore unless otherwise agreed upon in writing. This Section 6.1 shall survive the termination or expiration of these Terms.

6.2 Unless otherwise agreed in writing, Supplier's prices are quoted *ex works* and do not include the packaging, loading, delivery and insurance costs. These additional costs, if paid by the Supplier, shall be billed accordingly and reimbursed by the Supplier.

7. PAYMENT

7.1 Payment must be made in the currency specified in the invoice. All payments are due within 14 days from invoice date, without any deductions and setoffs, unless otherwise agreed in writing.

7.2 Overdue amounts shall bear a delinquency charge of interest at the lower of (a) eight percent (8%) per annum; or (b) the maximum rate permitted by applicable law. The Customer shall have no right of set-off with alleged counter-claims. Any assignment of the Customer's counter-claims to a third party without the Supplier's prior written consent shall be void.

7.3 The Supplier shall have the right to offset any amounts which the Customer owes the Supplier by any amounts which the Supplier owes the Customer, regardless of whether these payments are due or not. The Customer agrees to reimburse the Supplier for any costs and expenses (including reasonable attorneys' fees or costs of collection agencies) in connection with the collection of any amounts owed to the Supplier under these Terms.

8. DELAYS

8.1 The Customer shall have no right to cancel the Agreement until the delay in performance of the Agreement exceeds 90 days.

8.2 Cancellation of the Agreement is the Customer's sole claim with respect to a delay in performance of the Agreement and must be made in written form under pain of nullity. In case of cancellation of the Agreement, the Supplier shall cease further performance of the Agreement and the Customer shall pay the remuneration proportionate to the degree of performance of the Agreement and - in case of the Agreement of sale or delivery - the Customer shall keep the Product. The Customer cannot file further claims against the Supplier for delay in performance of the Agreement, for improper or non-performance of the Agreement, as well as all claims in connection with cancellation of the Agreement.

8.3 The Supplier shall not be liable for the delay in performance of the Agreement caused by delay in delivery of materials, components, parts, devices or machinery provided by or on behalf of the Customer.

9. FORCE MAJEURE

9.1 The Supplier shall not be held liable for failure to comply with the Supplier's obligations, if the failure is due to force majeure i.e. circumstances beyond the Supplier's control which permanently or temporarily prevents its performance under the Agreement - even if these circumstances could already be envisaged at the time of the conclusion of the Agreement.

9.2 Force majeure shall be considered in particular: acts of God, natural disasters, war, terrorism, civil unrest, mobilization, shortages of energy or raw materials, lack of means of transportation, import and export prohibitions, currency restrictions or shortages of labor or any other event that prevents or limits the usual production time, lockout, strike, fire or damage to the Supplier's production facilities.

9.3 Force majeure at one of the Supplier's sub-suppliers have in the relationship between Customer and Supplier the same effect as if the force majeure occurred at the Supplier's.

9.4 After identifying the existence of force majeure the Supplier shall notify the Customer of that fact without undue delay.

9.5 In case force majeure lasts more than 30 days, the Supplier has the option to either terminate the Agreement or any part thereof, or to commence further performance of the obligations arising out of the Agreement as soon as the obstacle preventing the normal performance of the Agreement has passed. The termination of the Agreement may be executed by the Supplier after 6 months from notification to the Customer of the existence of force majeure.

10. INSURANCE

The Supplier has taken out a combined commercial, product and professional liability insurance. The total insurance coverage per entitled damage / loss and total for all damages incurred in an insured year amount up to \$_____.

11. RIGHTS

The Supplier may use the Customer's name as a general reference for marketing purposes as well as establish on Supplier's own website and in separate marketing materials, a reference/link to the Customer's website using the Customer's logo. Unless otherwise agreed in writing, the Supplier may mention within what areas the cooperation takes place.

12. SOFTWARE

12.1 If the subject matter of the Agreement concluded by the Parties is only or among others software, the following conditions apply separately:

12.1.1 Unless otherwise agreed in writing, upon full payment of Supplier's remuneration, the Supplier grants the Customer, on the territory of the United States of America, the non-exclusive, non-assignable, royalty free, perpetual, limited right to use, for the Customer's internal business operations, all rights to software.

12.1.2 The Supplier retains all property rights, including all intellectual property rights, to the developed software. The Supplier also retains rights to own software, process models and tools belonging to the Supplier, which the Supplier may use while performing agreements concluded with other entities.

12.1.3 With respect to third party software, the Customer is only entitled to the rights to software programs to the extent and the conditions stated under the license conditions for the specific software program.

12.1.4 The Supplier shall have the right to use both the general knowledge as well as specific codes (including the specific source codes) that are achieved in connection with performing the Agreement. In the case of using a recycled solution while cooperating with a third party, the Customer's specific trade secrets must not be revealed.

12.1.5 The Supplier shall not be responsible for damage and/or loss caused by any by the Customer's taken over the applications or other software (whether these are self-developed or third-party software), instructions, documentation, and other handed over to the Customer for use, including but not limited to virus / worm damage and other damage to the Customer's hardware or software or damage to third-party's hardware or software while in the Customer's possession. Furthermore, the Supplier is not liable for data errors or for the re-creation of any corrupted data.

13. CONFIDENTIALITY

13.1 The Supplier shall maintain the confidentiality of business information disclosed by the Customer in connection with the Agreement.

13.2 The above obligation does not apply to information that (a) prior to the date of disclosure was in the Supplier's possession; (b) was disclosed to the Supplier by a third party, that the Supplier reasonably believed, was not under an obligation of confidentiality towards the Customer; (c) prior to the date of disclosure was generally available to the public or subsequently becomes generally available to the public through no wrongful act of the Supplier; (d) has been independently developed by the Supplier or Supplier's personnel who have not had access to confidential information disclosed by the Customer; (e) was approved for release (and only to the approved extent) by the Customer; or (f) was disclosed pursuant to the lawful requirement of a court or governmental authority or its disclosure was required by operation of law.

13.3 The Supplier is entitled to share Customer's confidential information with employees and any relevant third parties such as collaborators, accountants, advisers, consultants, expert specialists, lawyers and agents and the like, who need to know in connection with the conclusion and performance of the Agreement.

13.4 If the confidential information disclosed by the Customer is embodied in tangible material (such as documents, drawings, sketches, disks, portable storage devices) it shall be labeled as confidential. If the confidential information is disclosed by the Customer orally or visually it shall be expressly presented as confidential at the time of disclosure.

13.5 The Supplier has the right to develop independently or acquire products, ideas, designs without use of the Customer's confidential information. The Customer acknowledges that the Supplier may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the confidential information disclosed by the Customer. The Supplier is entitled to develop products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques embodied in the confidential information disclosed by the Customer, provided that such development occurs without the use of the Customer's confidential information.

14. ANNEXES

14.1 Annexes hereto are integral part of these Terms.

14.2 Annex 1 to these Terms applies only to the Agreements of sale and delivery.

14.3 Annex 2 to these Terms applies only to the Agreements for provision of services.

16. JURISDICTION

16.1 Any Agreement concluded pursuant to these Terms, and all the rights and duties of the Parties arising from or relating in any way to the subject matter of these Terms or any transaction(s) contemplated by them, shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois (excluding any conflicts of law provisions of the State of Illinois which would refer to and apply the substantive laws of another jurisdiction). The United Nations Convention on the International Sale of Goods (Vienna, 1980) (CISG) and the Convention on the Limitation Period in the International Sale of Goods (New York, 1974) shall not apply to the Agreements concluded by the Parties, nor to any legal relationships between the Parties.

16.2 Any legal suit, action or proceeding arising out of or based upon any Agreement concluded pursuant to these Terms or any of the transactions contemplated hereby or thereby, must be instituted in the federal or state courts located in or servicing Cook County, Illinois. Each Party submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER ANY AGREEMENT CONCLUDED PURSUANT TO THESE TERMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY

WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. MISCELLANEOUS

17.1 If any Agreement concluded pursuant to these Terms is drafted in two language versions, the English language version shall prevail.

17.2 These Terms, and any Agreement concluded pursuant to these Terms, constitute the complete and exclusive statement of the agreement between the Parties. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties.

ANNEX 1 TO THE GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PROVISION OF SERVICES

ANNEX 1 SALE AND DELIVERY

Provisions of this Annex 1 only concerns Agreements of sale and delivery.

1. HANDOVER OF THE PRODUCT

1.1 Estimated delivery date or delivery period ("Delivery Date") will be stated in writing in the offer, the order confirmation or in a separate agreement in written form.

1.2 All deliveries shall be *ex works*, unless otherwise agreed in writing. In cases of Supplier's aid for loading, the Supplier shall not bear any responsibility or liability.

1.3 When the Product is ready, the Supplier will notify the Customer of its readiness for handover. The Customer is required to take possession of the product within 7 days of such notification. If the Customer does not take over the Product within such time, the Supplier shall have the right to store the Product or caused it to be stored at the expense and risk of the Customer as well as the right to insure the Product against all risks at the expense of the Customer. The Customer shall reimburse the Supplier for any such charges paid by the Supplier upon demand.

1.4 The Delivery Date shall be deemed to have been fulfilled by the Supplier if the Supplier notifies the Customer of the readiness for handover no later than on the Delivery Date. The Delivery Date shall be appropriately postponed in the event of unanticipated hindrances which Supplier cannot be held accountable for, inasmuch as such hindrances can be shown to have material influence upon performance of the Agreement. This shall also apply should such events originate from Supplier's suppliers.

1.5 Compliance with Supplier's contractual obligations shall require timely and proper fulfilment of the Customer's corresponding obligations in this respect. If the Customer is in delay with its acceptance of the Product or infringes any other obligation to cooperate, the Supplier shall be entitled to demand compensation for all loss and damage so incurred, including any additional costs (including but not limited to reasonable attorneys' fees and court costs).

1.6 If the Supplier has reasonable doubt about the Customer's ability to pay, the Supplier shall have the right to postpone the handover of the Product until the Customer has provided acceptable security.

1.7 Upon the handover of the Product, the Customer must thoroughly verify if it is in accordance with what was agreed in the Agreement. If there are no significant defects in the Product, the Customer shall take possession of the Product.

1.8 Should the Customer prior to acceptance choose to take whole or part of the Product into operation, the entire Product is considered accepted and finally approved from this point in time.

1.9 The Supplier shall be allowed to perform partial deliveries, unless expressly otherwise agreed in writing. These shall be deemed to constitute partial fulfilment of the Agreement. With respect to the Product – or part of the Product - already delivered, termination of the Agreement by the Customer shall be excluded.

1.10 The risk of accidental loss or accidental damage of the Product shall be transferred to the Customer at the earlier of the following two points in time: (a) when the Customer accepts the Product, or at (2) the agreed Date of Delivery - if the Customer falls into arrears in accepting the Product. When the Delivery Date is not specified, the transfer of risk to the Customer shall already be effective after 7 days of notification to the Customer of the readiness for handover.

2. SECURITY INTEREST

Until all amounts due under any Agreement concluded between the Parties pursuant to these Terms have been paid in full, the Customer hereby grants the Supplier a security interest in the Product(s) sold pursuant hereto and the Supplier shall have all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the Product(s) without legal process and the right to require the Customer to assemble the Product(s) and make it/them available to the Supplier at a place reasonably convenient to both Parties. The Customer hereby appoints the Supplier its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by the Supplier to perfect and continue the Supplier's security interest hereunder.

3. PAYMENT

Unless otherwise stated directly in writing, payment terms are as follows: (a) 40% of the Agreement value at order placement, (b) 40% of the Agreement value on Supplier's notification of completion (notification of readiness for handover), and (c) 20% of the Agreement value upon delivery to the Customer.

4. LIMITED WARRANTY

4.1 The Supplier warrants that Products produced by the Supplier shall be free from defects in material and workmanship for a period of six (6) months year from the date of acceptance by the Customer.

4.2 The Supplier's obligations under the aforesaid limited warranty shall be discounting, repairing or replacing Products, which if properly used and maintained, prove defective in material or workmanship. Such discount, repair or replacement shall be the Supplier's sole obligation and the Customer's sole remedy hereunder and shall be conditioned upon (a) the Customer's inspection of Products within fourteen (14) days of delivery to the Customer or, as applicable, upon discovery of a latent defect, (b) the Supplier's receipt of written notice of any alleged defect within ten (10) days after such inspection or discovery, and (c) at the Supplier's option, return of such defective Products.

4.3 Any Product repaired or replaced pursuant to this warranty will be warranted for the remainder of the original warranty period. Upon the Supplier's request, the Customer shall promptly provide samples and other evidence of and shall allow the Supplier's representatives access to the alleged defective Products. Claiming an alleged defect does not relieve the Customer of any of its payment obligation to the Supplier. The Customer shall not return any alleged defective Products without the Supplier's prior written consent. The Customer agrees to reimburse the Supplier for all costs and expenses associated with any return of

Products unauthorized by the Supplier. Receipt or inspection of returned Products by the Supplier shall not be deemed admission of any alleged defect.

4.4 The Supplier's obligations under Section 4.1 above shall not apply to any part of Products sold hereunder, which (a) are not used in accordance with its instructions or if it is used for a purpose not indicated in the instructions; (b) are consumed by normal wear and tear; (c) are disposable goods and have a normal life time inherently shorter than the herein stated warranty period; (d) have been damaged due to negligent or faulty use, alteration, maintenance, storage or handling by the Customer and/or third parties; or (e) result from failure to use approved components for maintenance and replacement parts.

4.5 Any suggestions by the Supplier or the Supplier's agents regarding use, application or suitability of Products shall not be construed as an express warranty unless confirmed to be such in writing by the Supplier.

4.6 THE LIMITED WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON THE SUPPLIER'S PART.

5. LIMITATION OF LIABILITY

5.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THESE TERMS, ANY AGREEMENT OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER ANY AGREEMENT: (a) IN ANY ACTION UNDER OR RELATED TO THESE TERMS OR ANY AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THESE TERMS OR ANY AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE TOTAL PRICE PAID BY THE CUSTOMER (EXCLUDING ANY APPLICABLE TAXES) FOR THE PRODUCTS SOLD BY THE SUPPLIER WHICH GIVES RISE TO THE CLAIM.

5.2 If applicable, the Customer agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in this Agreement.

5.3 This Section 5 shall survive the termination or expiration of these Terms or any Agreement.

**ANNEX 2 TO THE GENERAL
TERMS AND CONDITIONS
OF SALE, DELIVERY AND
PROVISION OF SERVICES**

**ANNEX 2
PROVISION OF SERVICES**

Provisions of this Annex 2 only concerns Agreements for provision of Services.

1. PAYMENT AND REIMBURSEMENT OF EXPENSES

1.1 The Supplier's fee shall be invoiced each 14 days in arrears.

1.2 Apart from agreed remuneration, the Supplier receives full coverage for all costs and expenses including travel expenses (such as expenses for transport, food and accommodation) for travel required in order to perform the agreed Service. Use of own car shall be reimbursed at the current highest rate set by the IRS. Other expenses are paid on presentation of receipts.

1.3 All reimbursements of the costs and/or expenses (including travel expenses) incurred by the Supplier in connection with the performance of agreed Services will be made by the Customer with a 10% administration fee on the basis of the invoice issued within 14 days of the costs and/or expenses being incurred.

1.4 Travel time is charged at the usual hourly rate.

2. COMPLETION OF SERVICES

2.1 Estimated date of completion of major tasks ("Delivery Date"), if agreed between the Parties, will be stated in writing in the offer, the order confirmation or in separate agreement in written form.

2.2 When the major task is completed, the Supplier notifies the Customer of its completion and the Customer is obliged to accept the major task within 7 days of such notification, unless significant non-compliance with the Agreement occurs. The Delivery Date shall be deemed to have been fulfilled by the Supplier if the Supplier notifies the Customer of the completion of the major task not later than on the Delivery Date.

2.3 The Delivery Date shall be appropriately postponed in the event of unanticipated hindrances which Supplier cannot be accountable for, inasmuch as such hindrances can be proved to have substantial influence upon performance of the Agreement. This shall also apply should such events originate from Supplier's suppliers.

2.4 Compliance with Supplier's contractual obligations shall require timely and proper fulfilment of the Customer's corresponding obligations in this respect. If the Customer is in delay with acceptance of the major tasks or infringes any other obligation to cooperate, the Supplier shall be entitled to demand reasonable compensation for all loss and damage so incurred, including any additional costs resulting therefrom.

2.5 If the Customer takes all or part of the subject matter of the provided Services into use, prior to the acceptance of all major tasks, the entire performed Service is considered finally accepted.

3. IMPROPER PERFORMANCE

3.1 The Customer is obligated to verify if the Services provided are in accordance with what was agreed.

3.2 In case of improper performance of the Service, the Supplier shall perform the Service in accordance with the applicable Agreement within a reasonable time. The work shall be performed at the Supplier's office during normal working hours. At the Customer's request, the work may be performed outside the Supplier's

office and/or outside normal working hours. The Customer shall reimburse the Supplier for all additional costs connected with work performed outside the Supplier's office. For work performed outside normal working hours, the Customer will be charged according to the standard Supplier's hourly fee for such Services.

3.3 In case of effective correction of the Service, the Customer shall have no further claims against the Supplier for improper performance of the Service provided.

4. LIABILITY:

4.1 All claims against the Supplier arising from and/or in connection with the Service relationship must be asserted in written form within a period of six (6) months from the notification to the Customer of completion of the Service, and in case of acceptance by the Customer of major tasks or acceptance of Services provided or part of Services provided, within a period of six (6) months from the acceptance of such major tasks, Services or part of the Services by the Customer, otherwise they expire. Claims for damages due to the commission of criminal offences or tortious acts, or which are based on intentional or grossly negligent breach of duty are not covered by the exclusion period.

4.2 The Supplier is not liable for damages resulting entirely or partially from the use of materials, components, parts, devices, machinery etc. provided by the Customer unless such materials, components, parts, devices, machinery etc. were fully compliant with the Supplier's requirements.

4.3 The Supplier's liability for improper performance of the Services is excluded, if the Product, that was a subject matter of the Services provided (a) has been altered or repaired without the Supplier's consent; (b) has not been installed, operated, repaired or maintained in accordance with instructions from the Supplier, or (c) has been subjected to abuse, neglect, casualty or negligence.

4.4 The Supplier's liability for improper performance or non-performance of the Agreement is always limited to the total value of the applicable Agreement excluding any applicable taxes.