



**FEO ELEKTRONIK GMBH
GENERAL BUSINESS TERMS AND CONDITIONS**

1 Scope

1.1 These Terms and Conditions exclusively apply to all work performed and contracts concluded, present or future. Any changes to these Terms and Conditions must be confirmed in writing by us to be valid.

1.2 We do not accept terms or conditions conflicting with or differing from our Business Terms and Conditions. Our Business Terms and Conditions shall apply to work performed despite awareness on our part that the Ordering Customer's terms and conditions are conflicting or differ.

2 Offers, contracts

2.1 Offers submitted by Feo Elektronik GmbH are always non-binding and without obligation, unless stated otherwise. Offers stated as binding are valid for a period of three (3) months unless stated otherwise.

2.2 Offers outline the parameters for work to be performed with regard to content and scope, processing time and developmental or work objective.

2.3 Offers confirmed by the Ordering Customer – with or without modifications or additions – are only accepted if explicitly confirmed in writing by Feo Elektronik GmbH.

3 Fees

3.1 Fees are contractually fixed in writing, unless cost-based billing with a maximum cost limit is explicitly agreed. All fees are stated net plus value added tax at the applicable rate.

4 Payment

4.1 Payments shall be due within the agreed payment period; if no period is agreed, payment shall be due in full within 14 days of the invoice or payment due notice date. Payments are to be made to the accounts of Feo Elektronik GmbH, stating the invoice number.

4.2 Advance and instalment payments may be agreed as appropriate for larger orders. In such case, payment shall be due as according to the agreed payment schedule.

4.3 Only counterclaims that are uncontested or have been upheld by legal judgment may be offset against claims of Feo Elektronik GmbH.

4.4 Our rights of offsetting, retention and requiring advance payment are as provided by law.

4.5 Work results and products remain our property until payment in full is rendered.

4.6 Late payment charges may be billed if payment deadlines are not met.



5 Place of performance, performance deadlines

5.1 The place of performance for Feo Elektronik GmbH is Ravensburg. Delivery of work results is complete when Feo Elektronik GmbH has handed over the work results to the Ordering Customer at the place of performance or sent the results to the delivery destination.

5.2 The deadlines stated in the contract apply regarding work performance/product delivery periods. A grace period shall be agreed in the event deadlines are exceeded due to development risk.

6 Export control regulations

6.1 Products delivered by Feo Elektronik GmbH are in part subject to German export control regulations. Re-export out of Germany is only permitted with approval from the Federal Trade Office in Eschborn, Taunus.

6.2 When delivering Feo Elektronik GmbH makes an extra note on the invoice designating products subject to export control regulations.

6.3 The Ordering Customer is responsible for complying with applicable export regulations when reselling products delivered by Feo Elektronik GmbH.

7 Development results

7.1 Development results are provided to the Ordering Customer upon order completion in accordance with the contract.

7.2 The Ordering Customer acquires non-exclusive, worldwide, unrestricted and irrevocable usage and exploitation rights to the property concerned in the contract. This includes in specific rights to work on, rework expand, reproduce or change in any manner, utilise and exploit the property concerned in the contract. The Contractor reserves the right to utilise individual produced elements of the property concerned in the contract in other projects, while upholding contractual fidelity.

7.3 Instead of rights to produced inventions per item 7.2, the Ordering Customer shall upon request be granted an exclusive, for-fee usage right under separate agreement for the application purpose for which the order was placed to industrial property rights filed for or granted. Such request must be submitted in writing to Feo Elektronik GmbH within three (3) months of notification of an invention. Feo Elektronik GmbH retains non-exclusive, gratuitous usage rights for its own purposes.

7.4 Software created in the course of order execution shall be handed over to the Ordering Customer in the form of executable programs. No entitlement to source code accrues. The providing of source code for use for the intended purpose may be granted under a separate agreement.

7.5 The Ordering Customer receives non-exclusive, for-fee usage rights under a separate agreement regarding any industrial property rights or copyrights held by Feo Elektronik GmbH used in order execution that are necessary for exploitation of research and development results by the Ordering Customer, unless other obligations prevent Feo Elektronik GmbH from granting such.

7.6 The Ordering Customer shall receive non-exclusive, for-fee or gratuitous usage rights under a separate agreement to any existing Feo Elektronik GmbH software used in the course of order execution that is necessary for exploitation of development results by the Ordering Customer.

8 Conflicting third-party rights

8.1 Assessment of potential industrial property rights issues is not part of any development and production contract, and therefore remains the responsibility of the Ordering Customer.

8.2 The Ordering Customer shall provide the Contractor all available information pertaining to industrial property rights, including particularly the findings of any research conducted on industrial property rights.

8.3 The Contractor shall notify the Ordering Customer immediately upon becoming aware of any third-party industrial property rights that may be infringed through usage of the development results. The Contractor and Ordering Customer shall jointly determine whether and in what manner third-party rights identified are to be considered in performing work in accordance with the contract.

8.4 If a payment claim has been upheld against the Ordering Customer by legal judgment for infringement of industrial property rights, the Contractor shall endeavour to provide to the Ordering Customer – at the Contractor's discretion – either the necessary licenses or an altered or partially altered design at the Ordering Customer's expense so as to avoid infringement. The Ordering Customer shall not be entitled to any further claims relating to infringement of industrial property rights.

9 Warranty

9.1 Feo Elektronik GmbH provides warranty regarding exercise of scientific care and conformance with accepted technological standards.

9.2 Feo Elektronik GmbH is entitled to remedy any defects arising. No further warranty of any kind is given.

10 Liability

10.1 When Feo Elektronik GmbH is demonstrably at fault, Feo Elektronik GmbH's liability for personal injury or property damage is limited to a maximum EUR 2,000,000. No liability is assumed for purely pecuniary losses such as production stoppages, missed profits, installation and dismantling costs or recall costs. Warranty claims of the Ordering Customer against Feo Elektronik GmbH expire 24 months after completion of the development order by Feo Elektronik GmbH. The production release date applies as the start date for this period. Feo Elektronik GmbH assumes no liability for defects stemming from incorrect information, documents or materials supplied by the Ordering Customer or third parties. Feo Elektronik GmbH assumes no liability for defects to the specifications document arising from incorrect information, documents or materials supplied by the ordering party or third parties. Feo Elektronik GmbH assumes no liability for the non-attainment of performance results expected through use of the system solution, for missed profits, unrealised savings, indirect damages or consequential damages.



11 Expiration of claims

11.1 Liability and warranty obligations expire two (2) years from handover of the work product. Any differing period must be agreed in writing.

12 Confidentiality

12.1 Feo Elektronik GmbH project managers and employees and the Ordering Customer shall not make confidential information of a technical or business nature which they have disclosed to one another accessible to third parties, neither during the contractual relationship nor after its termination. This does not apply to information that is publicly available or for which Feo Elektronik GmbH or the Ordering Customer has waived confidentiality requirements in writing.

13 Publication, advertising

13.1 Feo Elektronik GmbH shall coordinate with the Ordering Customer in a timely manner prior to publishing information concerning the application purpose for which the Ordering Customer has exclusive rights per item 7.2.

13.2 The Ordering Customer may only mention Feo Elektronik GmbH when using the results for advertising purposes with the latter's explicit consent.

14 Termination

14.1 The Ordering Customer and Feo Elektronik GmbH may terminate the contract for cause with immediate effect. If no substantial progress has been made after a minimum period of six (6) months after commencing work, termination may be effected providing one month's notice effective at the end of a calendar month. Feo Elektronik GmbH may terminate the contract immediately without advance notice if a specifications document accepted by all parties has not been produced forming the basis for further order processing within a reasonable period of time of eight (8) weeks after contract conclusion (or order confirmation as applicable). In such case payment for work performed up to that date plus 10% of total order volume shall be immediately due. The parties to the contract shall confirm by signature their acceptance of the specifications document.

14.2 When termination is effective, Feo Elektronik GmbH shall hand over to the Ordering Customer results attained up to that date within four (4) weeks' time if Feo Elektronik GmbH has received payment for the work billed.

15 Miscellaneous

15.1 Any collateral agreements, amendments or addenda to these Terms and Conditions must be implemented in writing.

16 Place of jurisdiction

16.1 The place of jurisdiction is Ravensburg.

16.2 The contractual relationship is governed by the law of the Federal Republic of Germany.