

General Terms and Conditions of Inkdustry GmbH

1. Applicability; Entering into an Agreement

1.1 Merchandise and services of whatsoever kind shall be provided to the Client exclusively under our Standard Terms and Conditions, which the Client accepts by placing an order or accepting a service, save as provided otherwise in our offer letter or order confirmation. Contrary terms and conditions shall not apply, even if we do not object to them. Our Standard Terms and Conditions shall apply to all future business relations, even if they are not expressly agreed upon again.

1.2 For software deliveries shall apply additional the special conditions of the End-User-License-Agreement, EULA.

1.3 Our Safety and User manuals must be observed at all times.

1.4 Our offers are subject to change without notice. No contract shall be formed until we have issued a written order confirmation. The contents of order confirmations, delivery tickets and other confirmatory writings from us shall be deemed to have been acknowledged by Client as accurate unless the Client promptly objects in writing within no more than four (4) business days of receipt. When a Client orders goods or works, the customer or client makes a binding declaration that he intends to place an order. We shall be entitled to accept the contract offer inherent in the order within two (2) weeks after receipt. Acceptance can be made either in writing or by delivery of the goods or works to the Client.

1.5 Dimensions, illustrations and drawings serve only to provide preliminary information to the Client and must be confirmed by us in writing in order to be binding. Informations on features and capabilities of the products is for purposes of illustration and is not binding. We reserve the right to make technically necessary or expedient changes to the products.

1.6 Oral agreements and subsequent changes to the contract shall not be binding unless confirmed in writing. This also applies in particular to statements as to the condition of the goods and to warranted characteristics.

1.7 The agreement is entered into provided that we are supplied by our suppliers in a proper and timely manner. This shall apply only in the event we are not responsible for the nondelivery, particularly if we have executed proper covering transactions with our supplier. The Client shall be promptly informed that the service is not available. The consideration shall be promptly refunded.

2. Performance

2.1 Insofar as it is necessary to carry out the contractually agreed services directly with the Client, the latter is obligated to create all prerequisites for a proper implementation, in particular the necessary cooperation actions in time and at his own costs.

2.2 The Client shall designate a contact person who is available to provide the required information and make the necessary decisions or can make immediate decisions.

2.3 Should a change or amendment of the Client's software be required for the execution of the order, the Client shall be obliged to name one of its employees who is competent to effect such change and responsible therefor and/or who is available and able to support us. Should the execution of the order require the use of the

Client's equipment or machinery, the Client shall be obliged to provide qualified operators.

2.4 The Client shall be obliged to provide any documents as well as any internal information required for the execution of the order immediately upon conclusion of the contract.

3. Changes of the scope of work and services

3.1 Any change requests by the Client concerning the required work and services shall only be possible before conclusion of the preparatory works and must generally be coordinated with us. We must also agree to this change. We will advise the Client in connection therewith and will in particular inform the Client of available resources, changes of the time schedule and of the remuneration.

3.2 We can take notes about the discussions to clarify and / or change contractual conditions. These notes become binding on both sides if we send them to the customer and they do not contradict them in writing within five working days of receipt. The legal consequence is indicated when the notes are sent.

4. Delivery

4.1 Delivery dates or periods shall be binding only if they are agreed upon with the Client or confirmed by us in writing. Delivery periods shall commence on the date the order is confirmed and after any technical questions have been clarified and documents, after plans that are to be provided by the Client have been received and subject to duly fulfillment of its payment obligations by the Client.

4.2 Delivery periods are calculated ex works.

4.3 Unforeseeable events, such as force majeure, delivery or transport delays, or industrial disputes, shall release us from the duty to make timely delivery for their duration, to the extent we are not responsible for such events. Delivery periods shall be extended by the duration of the disruption. The Client shall have no claim to damages in this regard.

4.4 If the Client is in default in accepting delivery or if the Client is otherwise at fault for a delay in dispatching the goods, we shall be entitled to store the products at the Client's risk and expense. After a deadline for accepting the products has been set and has expired without effect, we shall be entitled to rescind the agreement and demand damages in lieu of performance. Our further rights shall remain unaffected.

4.5 The risk of accidental loss and accidental deterioration of the merchandise shall pass to the Client with transfer of possession or (for sales shipments) with delivery of the item to the shipper, carrier, or other person or institution intended to ship the merchandise. It shall be the equivalent of delivery of possession if the Client defaults in accepting the merchandise.

4.6 We shall be entitled to make partial deliveries. As long as the Client is in default on any debt arising from our business relationship, our obligation to deliver shall be suspended.

4.7 Immediately upon receipt of the deliveries and services the Client shall be obliged to inspect the work and services and accept the plant. Unless otherwise agreed, our goods and services shall be deemed to have been accepted when used, however at the latest after expiration of ten (10) working days.

5. Prices and payment terms

5.1 All prices shall be calculated in accordance with the price list in effect when the order is confirmed, unless otherwise agreed or unless indicated directly on the order confirmation. All prices are ex warehouse plus transportation and transportation insurance expenses and value-added tax. The Client shall bear any check or bill-of-exchange fees.

5.2 The prices and fees are exclusive of travel costs incurring in case the work and/or service is effected at any other place than our company seat. These costs shall be invoiced to the Client separately. We shall be entitled to select the suitable means of transport in its sole discretion, however, we shall be obliged to select a means of transport that is reasonable considering the relation between travel costs and length of the journey. Travel times must be remunerated at the same rate as working hours.

5.3 Invoices are upon receipt immediately due.

5.4 If separate payment terms were contractually agreed upon, such terms shall be deemed observed if the amount payable is at our disposal as of the date it is due. In case of payment by check, payment shall be deemed to be made when the check is honored without reservations.

5.5 If the Client fails to meet its payment obligations in accordance with the agreement, or suspends payment, or if we become aware of other circumstances that call the Client's creditworthiness into question, we shall be entitled to call in the entire remaining debt and to demand payment in advance or the furnishing of security. In such an event, we shall also be entitled to rescind the agreement without setting a deadline for compliance to the extent the agreement has not yet been fulfilled.

5.6 We shall be entitled to first apply incoming payments to unpaid older receivables due from the Client. If interest has become due for such older receivables, we shall be entitled to apply any payments made by the Client to such interest and expenses first and then to the principal amount (section 367 of the German Civil Code).

5.7 The Client shall have the right of setoff only if his counterclaims have been determined to be final and absolute by a court of law or have been recognized by us. The Client can exercise a right to withhold payment only if his counterclaim is based on the same contractual relationship.

5.8 We shall be entitled to invoice reasonable amounts corresponding to the progress of the order in advance and/or in interim installments.

5.9 If the executions of the item are changed with respect to our offer or confirmation letter, whether it be at the Client's request, due to technical requirements or unforeseen difficulties or other circumstances that are beyond our control, we shall be entitled to charge the additional expense to the Client.

6. Retention of title

6.1 We reserve title to the merchandise until all debts arising out of our ongoing business relationship have been paid in full.

6.2 The Client is obliged to treat the delivered items with due care. Should inspection and maintenance work be required, the Client shall perform this regularly at his own expense. The Client is obliged to inform us immediately in the event that a third party lays claim to the delivered items, for example by way of garnishment, as well as in the

case of damage or destruction of the delivered items. The Client shall inform us without delay of a change of owner or of his own place of domicile. We are entitled to withdraw from the contract an demand return of the delivered items in the event of breach of contract on the part of the Client, in particular delayed payment or failure to meet the obligations provided in the contract.

6.3 The Client may only dispose of the products in the normal course of business and provided the Client agrees to a corresponding reservation of title. To this end, the Client here and now assigns to us all resulting receivables in the amount of the receivables outstanding from us and all rights arising from the reservation of title. The power hereby granted to the Client is revocable. We reserve the right to collect the receivable ourselves as soon as the contractor ceases to duly fulfill its payment obligations and defaults in making payments.

6.4 The Client shall not be entitled to pledge or transfer by way of security the item.

6.5 In the event of the processing or combination of the products, the Client here and now transfers title to us as collateral in the amount of price of the reserved products and shall keep the articles in safe custody for us at no charge. The Client shall assume the handling or processing of the reserved products on our behalf but without incurring any obligations as a result. Should the reserved products be processed in conjunction with articles that are not owned by us, we shall acquire joint title to the new article based on the value of the product supplied by us in proportion to the other articles processed. The same shall apply if the goods are mingled with articles that are not owned by us.

6.6 If the value of our collateral exceeds the face value of the outstanding receivables by more than ten percent (10%), we shall release collateral upon request. We shall be entitled to freely select the securities to be so released.

6.7 The Client is obligated to adequately insure the products supplied under a reservation of title, or the articles arising through combination, mingling, or processing, against all typical risks, including but not limited to fire, burglary, and water hazards, and to handle the products or articles with due care. The Client shall be obliged to provide evidence for such insurance upon request.

7. Warranty

7.1 The Client must inspect the item immediately upon receipt/completion and promptly notify us in writing with respect to any objections and any patent or latent defects, no later than one (1) week after receipt or detection. The Client shall lose his warranty and compensation claims regarding the absence of warranted qualities unless the Client inspects the item immediately upon receipt but no later than prior to the handling, processing, consumption, use, installation, or transfer to a third party, and unless the Client notifies us in writing as to any objections within one (1) week. Following the expiration of these periods, or twelve (12) months after receipt/completion at the latest, all warranty and compensation claims shall be excluded. Timely dispatch shall suffice for purposes of observing the aforementioned periods. The burden of proof shall rest entirely with the Client for all claims-related requirements, and specifically for the defect itself, for the time of detection of the defect, and for time of notice of the defect.

7.2 We warrant our products against defects either by cure of the same or by remanufacture, at our option. Replaced parts shall become our property insofar as they were not already owned by us. If we genuinely and definitively

refuse to effect performance, refuse to remove or cure the defect because of unreasonable costs, or if the cure proves unsuccessful or is unacceptable to the Client, the Client may, at his option, only demand a reduction of our fees ("reduction") or rescission of the agreement ("rescission") and compensation, subject to the limitation on liability, in lieu of performance. However, in the event of a merely minor breach of contract, specifically in the case of merely slight defects, the Client shall have no right of rescission. Furthermore, if the Client, because of a defect in title or in material, elects to rescind the contract after cure has proven unsuccessful, the Client shall have no right to compensation for the defect. If the Client elects compensation after cure has proven unsuccessful, the product shall remain in the Client's possession if this arrangement is acceptable to the Client. The compensation shall be limited to the difference between the sales price and the value of the defective article. This provision shall not apply if we fraudulently caused the contractual breach. There shall be no warranty claim if the supplied products are defective because of faulty maintenance or cleaning, damage, or improper use, handling or repair. Warranty and compensation claims against us for third-party goods or products that are combined with our goods and services or are used in combination with the same are hereby excluded, and we shall assign to the Client any liability claims we hold against the supplier of the third-party delivery. Unless otherwise agreed, we do not warrant the operability of our goods and services insofar as the Client combines them with any third-party product or operates them in conjunction with the same. Should the Client receive defective assembly instructions, we are only obligated to supply non-defective assembly instructions, even if the defect in the assembly instructions impedes proper assembly.

7.3 If we are not responsible for the breach occurring in a defect, the Client is not entitled to rescind the agreement. Rights of the Client concerning defects that do not affect a work that exists for this purpose in the provision of planning and supervisory services shall become time-barred with respect to contractors one (1) year from acceptance of the work. This provision shall not apply if the Client has not notified us of the defect in a timely manner (par. 1 of this provision). The short limitations period shall not apply if we may be held liable for gross negligence or in the case of any bodily injury or injury to health that is attributable to us, or in the event of the loss of the Client's life. The foregoing shall also be without prejudice to our liability under the Product Liability Act.

7.4 In the event of the fraudulent concealment of defects or the granting of a warranty of quality, no other claims shall be affected. The Client shall receive no warranty from us in the legal sense.

7.5 To the extent permitted by law, any other claim, in particular concerning consequential losses, are excluded. To the extent permitted by law, all compensation claims, even based on affirmative breach of contract, tortious acts, and in particular based on product liability or other legal grounds, may only exist against us in the event of wrongful intent or gross negligence. We shall be liable for ordinary negligence if material contractual duties have been breached and the breach is attributable to our business organization. Such claims shall become time-barred in six (6) months, and the relevant periods of limitation shall begin upon delivery.

7.6 Any test products in the development stage which were not yet released by us but nevertheless used by the Client shall be excluded from warranty.

8. Liability

8.1 We shall not be liable for breaches of duty resulting from ordinary negligence. Furthermore, our liability is limited to the average loss that is foreseeable, typical of the contract, and direct based on the type of work. This shall also apply in the case of breaches caused by the ordinary negligence of our legal representatives or our agents.

8.2 In relation to entrepreneurs, we assume no liability in the case of breaches of non-essential contractual duties arising from slight negligence.

8.3 The foregoing limitations on liability shall not affect any claims of the Client based on product liability. Furthermore, the limitations on liability shall not apply in the case of any bodily injury or injury to health that is attributable to us, or if the Client should lose his life and such loss is attributable to the contractor.

9. Rescission/termination

9.1 If the Client declares the contract in accordance with § 649 BGB (German Civil Code) without us being responsible for this, we are entitled to the claims regulated in § 649 BGB. Instead of the claims resulting from § 649 BGB, we can claim a flat rate of 20% of the net order sum for our expenses and the lost profit. This lump sum claim shall not be granted to companies if the customer proves, that the amount due pursuant to § 649 BGB is significantly lower than the lump sum.

9.2 If we effected partial deliveries and/or services and then the contract is terminated in accordance with section 9.1., we shall be entitled to invoice the agreed upon remuneration for such partial deliveries and/or services. In such case, the lump sum described in section 9.1. shall be calculated based on the remaining contract price minus the settled partial deliveries and/or services.

9.3 Should any rights of use expire together with the rescission or termination of the contract, the Client shall be obliged to return to us all original programs, specifications and other documents belonging to us and protected by copyright and any and all copies and partial copies as well as changed copies and copies linked with other program materials, or to destroy them upon prior agreement with us. The return of software shall be subject to these General Terms and Conditions and additionally to the provisions contained in our EULA. In case of any conflict between the provisions of the EULA and these General Terms and Conditions, the provisions contained in the EULA shall prevail.

10. State of limitations

10.1 All claims of the Client – irrespective of the legal grounds – shall become statute-barred twelve month after acceptance of our work and service, provided the machine is operated in a one-shift operation; in case the machine is operated in a two-shift or three-shift operation, such limitation period shall be reduced accordingly. In case of a replacement delivery according to section 7, such limitation period shall start again, but only for such delivery/replacement parts.

11. Disposal of waste equipment

11.1 To the extent our fulfillment of its contractual obligations includes the provision of equipment for commercial use as defined by section 2 of the Law on the Disposal of Electric and Electronic Devices (ElektroG) to the Client, the Client shall be obliged to dispose of such

equipment is no longer needed. For such purpose, the Client shall release us from our obligation to take back and dispose of such equipment in accordance with section 10, paragraph 2 of the Law on the Disposal of Electric and Electronic Devices (ElektroG) and shall indemnify us against any third-party claims asserted in relation thereto.

11.2 Should the Client pass on such equipment to any commercial third party, the Client undertakes to subject such third party to the obligation to properly dispose of 11.3 such equipment once it is no longer needed and to bear the related costs as well as to the obligation to subject any other third party to the same obligation in case the equipment is passed on further. In case of any violation of this obligation, the customer shall be liable to take back and dispose of such equipment and bear the related costs.

11.3 Our right to be released from the obligation to dispose of electric and electronic equipment in accordance with the Law on the Disposal of Electric and Electronic Devices (ElektroG) shall only become statute-barred after the expiration of a period of 12 months after such equipment is no longer used. Such period shall commence upon receipt of a notification made by the Client in which it informs us that such equipment is no longer used.

12 Software

12.1 For software contained in the scope of delivery, if any, the Client shall be granted a non-exclusive right to use such software and its related documentation. A software license must not be used on more than one system.

12.2 The Client's right to copy (backup copy) or translate such software shall be limited to the scope defined by law (section 69 a et seqq. of the Copyright Act). The Client undertakes not to remove or change any manufacturer's data – including but not limited to copyright notes – without our prior express consent.

12.3 All rights to the software, its source codes and related documentation and any copies thereof shall remain with us. No sublicenses may be granted. Only the rights to use as expressly defined shall be assigned to the Client.

13. Industrial property rights, non-disclosure

13.1 We reserve the ownership and all industrial property rights and copyrights for our samples, quotations or offers, drawings respectively illustrations, technical documents and other similar informations, even if the Client has assumed the costs thereof. The Client may only use the designs in the manner agreed upon with us. He may not produce the delivered goods himself without our written consent or cause them to be produced by third parties.

13.2 To the extent that we deliver goods according to designs prescribed by the Client, he is liable to us that the industrial property rights and other rights of third parties are not infringed upon through their manufacture and delivery. He must compensate us for all damages resulting from such infringements.

13.3 The Client shall keep secret all knowledge in respect to third parties acquired from the business relationship that is not public.

13.4 In case the order is not placed, any documents must be returned to us immediately upon request.

14. Confidentiality

14.1 The Client is not allowed to provide commercial, technical or other information obtained by us to third parties for a period of up to 2 years after termination of the contract, insofar as they are not generally known or otherwise known to him in other ways.

15. Governing law, place of venue

15.1 The legal relationship between the Client and us shall be governed by the laws of the Federal Republic of Germany exclusively. Application of international conventions on the cross-border sale of goods is excluded.

15.2 If the Client is a merchant as defined in the Commercial Code, a legal entity under public law, or a special fund under public law, the Parties agree that the exclusive place of jurisdiction for all disputes arising, whether directly or indirectly, out of the agreement shall be our commercial domicile in Würzburg, with the understanding that we may also sue the Client in his general place of jurisdiction. The same shall apply if the Client has no general place of jurisdiction in Germany or if his domicile or usual place of abode is unknown at the time of filing the action.

15.3 If the Client's seat is outside Germany, the Client shall be obliged to name a person authorized to accept service within the territory of the Federal Republic of Germany upon request.

16. General Provisions

16.1 Any and all changes and additions to the agreement and to these Terms and Conditions must be made in writing in order to be valid.

16.2 The Client acknowledges that his personal data shall be recorded and processed to the extent commercially necessary in the course of our business. The Client hereby grants his consent for this purpose and is deemed to have been given notice pursuant to § 33 par. 1 of the Federal Data Protection Act.

17. Severability clause

17.1 If any of the foregoing provisions is found to be void or invalid, this shall not affect the validity of the remaining provisions. If any provision of these contractual Terms and Conditions is found to be invalid, such provision shall be replaced, taking into account the remaining provisions hereof, by a valid provision that most closely approximates the economic purpose of the invalid provision.

Last Changed: November 2017