

**General Terms and Conditions of
ECOM Electronic Components Trading GmbH
Applicable to Business Persons/Companies**

I. Scope of Application

Our offers, deliveries, and other services are carried out exclusively based on the following General Terms and Conditions. Any opposing general terms and conditions of the purchaser do not apply even if in individual cases they were not expressly excluded. The terms and conditions apply to all subsequent transactions associated with the execution of the order and they apply to future business transactions.

II. Contract

Our offers are non-binding. The customer is bound to the order for 14 days from us receiving the order, unless the order was done by phone. The order is accepted and processed based on these General Terms and Conditions or by sending an order confirmation, the content of which is decisive for our obligations under the contract unless there is another written agreement.

III. Prices

1. Our prices as stated in a binding offer or order confirmation are binding or if there is no offer or order confirmation than the prices as stated in our price sheets effective at the time of the agreement apply. Our prices are ex warehouse and do not include packaging, installation, or assembly.
2. The purchaser is responsible for all additional costs in connection with the delivery of the merchandize such as any costs for packaging, transport, duty, and other official dues and fees. If freight paid delivery was agreed then we pay for the cost of transport to the railway station at the destination without the purchaser being liable to pay any advance costs for it. However, if we pay for freight and transport costs it does not mean that we are obligated to deliver to the purchaser.

IV. Execution of Contract

1. We are entitled to make partial deliveries or to provide partial services of orders. However, the purchaser is entitled to refuse partial shipments or partial services if these are unacceptable to purchaser. The purchaser must prove the reasons for unacceptability. The purchaser shall bear all costs if we are obligated by laws, ordinances, or government regulations to accept the return of transport packaging, repackaging, or sales packaging.
2. The delivery times or execution dates stated by us are as agreed an estimated ability to perform and are understood as an estimate and are non-binding, unless a firm date was agreed to specifically in writing. Shipping deadlines start with a valid contract. We shall not be liable for circumstances of force majeure, in particular, events caused by nature or other unpreventable events (war, strike, import or export restriction imposed by governments, lack of material, mining or operating malfunctions, or similar circumstances beyond our control), which prevent us from processing the order, or which make processing impossible in whole or in part. If the hindrance in performance is not alleviated in time, the agreed delivery times are extended for a reasonable time; however, at least by the duration of the incident that happened. The same shall apply, if such incidents occurred during a delivery that has been delayed already; accordingly, a deadline imposed for performance or subsequent performance by the purchaser is equally extended for a reasonable time. If the delays exceed a period of 3 weeks, we are entitled to rescind the contract. If it is impossible or we are unable to fulfill our obligation due to the aforementioned reasons, we shall be released from our obligation to perform.
3. An agreed upon or firm date is kept if we provide the merchandize involved for pickup within this time or if we have it ready for shipment in case of an agreed upon order transaction or we offer the services we supposed to perform.

If we default on our main obligation to perform, the purchaser can rescind the contract, however, only after we are given in writing a reasonable additional time (grace period), which has passed without results and we have not performed by the end of this time; or the purchaser may ask

for damages in accordance with the following provisions. Sections 281 paragraph 1 sentence 2, paragraph 2, paragraph.3, Section 323 paragraphs 2 to 5 BGB [German Civil Code] remain unaffected thereof. These rights must be exercised in writing.

4. If we are entitled to claim damages because the purchaser does not fulfill the contract, in particular, if the purchaser does not accept the merchandise, then we can demand a lump sum damage compensation of 20% of the amount of the invoice or the order value. Furthermore, we reserve the right to prove a greater damage.

V. Payment Terms

1. All invoices are due and payable without deductions within 7 days of issuing the invoice unless the invoice states different payment terms. After this payment term has passed, the purchaser is in default. Invoices are issued with delivery. We have the right to refuse acceptance of checks, payment

instruments, or other cashless payments. Acceptance is only a way of fulfillment. The purchaser is responsible for expenditures and costs as well as the risk associated with timely notification of protest. We are not responsible for receiving protest notifications on time. Any payments in foreign currencies are credited to the account upon bank statement.

Our employees and our field service representatives are not authorized to accept certain payments for us, unless they present purchaser with a written collection authorization.

2. From the date of default, we are entitled to invoice late fees of €10.00 per dunning letter.

3. If the purchaser does not fulfill purchaser's payment obligations, in particular, if checks or payment instruments are returned for insufficient funds, if payment is in arrears or payments have seized or in case of unsuccessful enforcement measures even if they are carried out by third parties, then we are entitled to call in immediately all outstanding invoices including payment instrument obligations without regard to agreed payment terms. Furthermore, we are entitled to request payment in advance or guarantees concerning all contracts and we can hold back any shipments or services yet to be made until all unpaid invoices are paid.

4. ECOM Electronic Components Trading GmbH is entitled to apply payments to older debt items despite instructions of purchaser to the contrary. If costs and interests have incurred, we are entitled to apply the payment first to the costs, then to the interest, and lastly to the main invoice. The purchaser must be notified thereof.

5. Offsetting or asserting a right of retention because of counterclaims that we have not acknowledged or that have not been determined conclusively by a court of law is excluded. Furthermore, in business transactions, the right of retention is excluded if the counterclaim does not arise under the same contractual relationship.

VI. Transfer of Risk

1. The merchandize is shipped upon the purchaser's request. The purchaser assumes the risk at the time the merchandize is handed over to the freight forwarder, the carrier, or any other person or company commissioned with shipping. The same applies, if transport is not carried out from our warehouse or our place of business, but from another location. It applies as well to freight paid shipments or if we take on additionally delivery to purchaser. If shipping is delayed without fault on our part or if it becomes impossible, then risk is transferred to the purchaser at the time of notification that shipment is ready for dispatch.2. Irrespective of the aforementioned regulation of transfer of risk, we are entitled, but not obligated, to insure the merchandize at the expense of the recipient. We consider - to the extent possible -instructions of the purchaser. Apart from that, we ship at our discretion. The purchaser must pay for any additional costs, which can be incurred by special wishes of the purchaser - even in agreed upon freight paid delivery; these additional costs are invoiced separately.

VII. Reservation of Title

1. The merchandize remains the property of the seller until all invoices including ancillary invoices, claims are paid in full, and checks and payment instruments have cleared.

2. The reservation of title remains in effect, even if individual receivables of the seller are added to a

current invoice and the balance is subtracted and recognized.

3. If the purchaser processes the retained merchandize into a new moveable product, then the process is done for the seller without any obligation to the seller. This new product becomes the property of the seller. If the purchaser processes, mixes, or combines it with merchandize that is not the seller's property, then the seller receives co-ownership on the new product relative to the worth of the seller's retained merchandize proportionate to the total value.

4. The purchaser has a revocable authorization to reprocess or install the retained merchandize only under the following provisions and only provided that seller has actually paid the receivables pursuant to Item 6.

5. The authorizations of the purchaser to sell, process, or install retained merchandize during the regular course of business are revoked by the seller, when the financial situation of the purchaser worsens permanently; however, no later than at the time the purchaser stops paying or files for or bankruptcy or settlement proceedings into purchaser's assets have commenced.

6. a) the purchaser herewith assigns to seller all receivables including all ancillary rights from reselling retained merchandize.

b) If the merchandize was processed, mixed, or combined and the seller has been granted co-ownership for the value of the invoice, then the seller is entitled to the purchase price proportionate to the value of its rights on the merchandize.

c) If the retained merchandized is installed in a real property, then the purchasers assigns now the claim for payment of the retained merchandize with all ancillary rights including such as granting a collateral mortgage with priority ranking. If the purchaser has sold the receivable within the scope of true factoring, then the seller's receivable is due and payable immediately and the purchaser assigns the claim against the factor to the seller and forwards the sales proceeds promptly to the seller. The seller accepts this assignment.

7. As long as the purchaser fulfills the payment obligations, the purchaser is authorized to collect the assigned receivables. This right to collect is cancelled upon revocation, but no later than at the purchaser's default or if the financial situation of the purchaser significantly worsens. In such cases, the seller has the right to demand payment or commission third parties for collections from purchaser. After the deadline has passed, the seller is authorized by the purchaser to notify the buyers of the assignment and to collect the receivables.

Upon seller's request, the purchaser is obligated to provide seller with a precise list of all of purchaser's receivables including customer names, addresses, amount of individual receivables, invoice dates, etc. and to provide seller with all information necessary for seller to collect the assigned receivables, and purchaser allows seller to check this information. If the value of the receivables exceeds the collateral in favor of the seller the seller's receivables including additional fees (such as interest, costs) by more than 20%, then the seller is obligated to release securities according to seller's choice at the purchaser's request or a third party affected by the over-securing of the seller.

8. Pledging or assigning the merchandize as collateral or of the assigned receivables is not permissible. In case of pledges, the seller must be notified promptly with the information of the pledgee.

10. The purchaser stores the retained merchandize for the seller free of charge. The purchaser must purchase customary insurance for the merchandize covering it against the usual peril such as fire, theft, and water. The purchaser herewith assigns to seller for the value of the merchandise's invoice any damage claims against insurers for the above referenced type of damages or other parties who are responsible for the replacement. The seller accepts this assignment.

11. All receivables and the rights from the retention of ownership title to all special forms stated in these terms and conditions remain effective until contingent liabilities, which the seller entered in the interest of the purchaser, are completely released.

12. Any products delivered for test and display purposes remain our property at all times. The customer may not use these beyond the test and display purpose or may use it beyond these purposes only upon separate written agreement.

VIII. Warranty

1. The warranty period (for newly produced products and services) for companies is one year from the date the product is dispatched. Warranty claims must be made in writing. Our warranty obligation does not constitute a guarantee in the legal sense. The guarantees by manufacturers or third parties that are issued on a case-by-case basis are the obligation of the issuers.

2. The purchaser is obligated to check promptly, with great diligence, and care our deliveries and services to purchaser or to a third party in order to comply with the contract. During representative sampling if possible from various delivery batches, not only the integrity of the outer packaging and the delivered merchandise itself should be checked, but also the technical functionality and the result of the inspection should be recorded in writing. Any warranty claims and claims for recourse pursuant to Section 478 BGB (German Civil Code) are excluded, if we are not notified of any visible defects within two weeks after receipt of the merchandise or service, or if such defects are discovered later, we must be notified in detail of such defects within two weeks upon their discovery in writing. The customer carries the full burden of proof for all claims' disputes, in particular for the defect itself, for the time, the defect is discovered, a properly carried out inspection, and a timely notification of the damage claim. Complaining about a shipment does not entitle to refuse additional shipments under the same or another contract.

3. We do not assume any liability for defects that incurred due to improper handling or storage, improper use, use of improper accessories, improper modification, tampering with the item, or due to force majeure or excess use of mechanical parts. Standard commercial OF reasonably slight modifications or changes in quality, color, dimensions, weight, equipment, or design must be accepted.

On the other hand, we warrant the condition of the merchandise, which we describe specifically in datasheets and our catalogue at the time of entering the contract. Apart from this, only the condition of the merchandise as stated in the manufacturer's product specification of the merchandise is deemed as agreed. Any public statements, claims, or advertising made by the manufacturer do not constitute added contractual information of the merchandise. We fulfill warranty claims mainly by subsequent performance at our discretion. We either repair or replace. Any replacement parts become our property. If the subsequent performance fails, the purchaser may choose to have the purchase price reduced (reduction) or rescind the contract (rescission). This request must be done in writing. Our warranty obligation becomes void if the purchaser rectifies the defect him or herself or if the purchaser tried in vain to rectify the defect, unless this measure by the purchaser was especially urgent or we are in default. The customer is not entitled to rescind the contract, if the non-conformity with the contract is only minor or in particular, if the defects are only minor.

4. If the purchaser files a warranty claim (claim notification), then the purchaser shall send only the merchandise with the defect together with an exact description of the defect and the RMA number stating model and serial number and including a copy of the bill of lading or invoice, which was shipped with the merchandise provided we do not waive this procedure on a case-by-case basis or within the scope of a V.I.P. agreement. The merchandise must be received postage paid and are reshipped by us ex warehouse, unless the transport costs are in no relation to the order value. To confirm the damage claim or to accept the claimed merchandise does not delay the statute of limitations. Our subsequent performance does not restart the warranty period. If the customer rescinds the contract or reduces the purchase price due to failed subsequent performance, then the purchaser is not entitled to claim additional damages or reimbursement for supposed expenditures caused by this defect. When mailing the damaged merchandise, the purchaser must take care to make copies of any significant data on these devices. Data could be lost during the process of subsequent performance. We are not liable for any lost data inventory and any subsequent damages resulting therefrom.

5. We reserve the right to charge a flat fee for inspecting such claimed merchandise, which does not show any defects according to the tests.

6. There are no warranty claims for normal wear and tear and consumables as well as parts subject to wear, in particular, print heads, color ribbons, daisy wheels, and toner.

IX. Dealer Recourse

The customer's recourse claims stipulated in Section 478 BGB (German Civil Code) against us are expressly excluded. Instead, we agree to grant the customer a replacement of equal value at our discretion. In particular, this can be in the form of a rebate applicable to another shipment, a rebate in kind, a compensation shipment of another merchandize needed by the customer, or in form of a compensation of the customer in form of a credit. The amount of the compensation claim is limited to the amount the customer as supplier has to reimburse the customer, however, at the most 20 % of the purchase price agreed upon with us.

The compensation claim (recourse) is limited to one year from the date of delivery of the merchandize; it is not halted according to Section 479 paragraph 2 BGB (German Civil Code). In any case, damage claims against us are excluded.

X. Prohibition of Assignment

The purchaser is prohibited from assigning any warranty claims or other receivables. Section 354 a) HGB (German Commercial Code) covering a joint commercial transactions remains unaffected.

XI. Copyrights

1. The purchaser receives software for a one-time resale, i.e. the purchaser is not allowed to copy it or let someone else use it, unless software is part of the delivery scope. Any multiple rights of use require a special written agreement.

2. The purchaser must promptly notify us about any claims against purchaser by a third party for violation of commercial proprietary rights and copyrights, in particular, if this violation is in connection with our delivery.

3. If merchandize has been produced specifically according to purchaser's specification, then the purchaser must release the seller from all claims, which are asserted by third parties due to violations of commercial proprietary rights and/or copyrights. A reasonable advance must be paid for any costs associated with such proceedings.

4. Moreover, the provisions stated in these General Terms and Conditions concerning material defects apply accordingly to defects of title.

XII. Advertising

The purchaser consents expressly to receive promotional material from ECOM Electronic Components Trading GmbH by fax without prior notification.

XIII. Liability

1. Any additional claims of the purchaser on whatever legal grounds are excluded, unless these provisions state differently. Therefore, we are not liable for damages that did not occur on the delivered merchandize itself such as loss of income or other financial losses.

2. Aforementioned disclaimer does not apply if the cause for damages was an intentional act or gross negligence or a violation of significant contractual obligations (known as cardinal obligations); it does not apply to customer's claim for product warranty and any damages to life, body, or health that we have caused. Furthermore, liability is not excluded if we were hindered in our performance at the time of entering into the contract, Section 311 a) BGB (German Civil Code), or if we were subsequently unable to perform for a reason for which we were responsible. If liability is excluded in a permissible way pursuant to paragraph 1, this applies also to anything our staff members, employees, or workers would be liable personally or as representatives or agents.

XIV. Export Controls

1. Merchandize shipped by us is to use and remain in the delivery country according to the agreement. Export of these goods - individually and in system-integrated form are subject to the Foreign Trade Act [Außenwirtschaftsgesetz], the Foreign Trade Regulations

[Außenwirtschaftsverordnung], and the EC Directive (EG-VO) no. 1334/2000. Products from American manufacturers are subject to the Export Control Regulations of the United States of America; products not produced in the US, however produced under US license in a foreign country are subject to mandatory licensing pursuant to the Export Administration Regulations. The customer must inform him or herself about any applicable regulations: German regulations are found at the Bundesamt für Wirtschaft und Ausfuhrkontrolle [Federal Office of Economics and Export Control-BAFA], 65760 Eschborn/Taunus, US regulations at the US Department of Commerce, Office of Export Administration, Washington D.C. 20320:

2. If in doubt, all merchandize delivered by us are subject to export authorization even if we did not specifically inform about it. It is the customer's responsibility to obtain all necessary permits and export documents prior to exporting such products. If the customer transfers any merchandize, that is subject of the contract to a third party - with or without our knowledge - the customer must transfer the export permit conditions at the same time to us.
3. If the customer receives merchandize in countries such as Australia, Japan, Canada, New Zealand, Norway, Switzerland, and the United States of America by way of the general export permit issued by the European Community No. EU 001, we would like to point out that these goods are subject to export control.
4. The customer agrees to comply with all export control regulations; the customer will equally bind all additional recipients of these goods in the same way. The customer is liable for all damages and consequences, which ECOM may suffer from any violation of these regulations.

XV. Miscellaneous

1. It is agreed that the place of performance of the purchaser for any contractual obligation arising out of contracts with prudent businesspersons shall be Dachau.
2. Exclusive jurisdiction for all disputes arising under this agreement is Dachau provided the purchaser is a businessperson, does not have a general jurisdiction in Germany, or moves the domicile or usual place of residence from Germany or the domicile or usual place of residence is unknown at the time of filing a complaint. However, we are entitled to bring action at the place of residence or the location of a branch office of the purchaser. The same applies to any certificates, payment instruments, and check proceedings. Jurisdiction is Munich according to Art. 17,18 EuGVÜ [Europäisches Gerichtsstandsund Vollstreckungsübereinkommen/European Convention of Jurisdiction and Enforcement of Judgments].
3. Only the laws of the Federal Republic of Germany apply. The language of the contract is German. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
4. The purchaser agrees expressly that we store and process any data and information received within the scope of the business relationship in compliance with the regulations of the Bundesdatenschutzgesetz [Federal Data Protection Act] and any other legal regulations.
5. If the purchaser resides outside Germany, then the purchaser is obligated to comply with the regulations concerning the European Community acquisition or import sales tax for purchases within the European Member States. In particular, part of it is to notify us about the value-added-tax ID number without special request. Furthermore, the customer is obligated to answer any necessary questions concerning his or her capacity as businessperson, concerning the use and transport of the delivered merchandize as well as anything concerning the statistical reporting requirements.
6. If one or more provisions in these General Terms and Conditions are or become ineffective or this contract text contains an omission, then the parties to the contract will replace or supplement the ineffective or incomplete provision with a proper provision that comes closest to the economic purpose of the intended provision. The ineffectiveness of one or more provision does not affect the validity of the remaining provisions.