

General Terms of Purchase

1 Order and Order Confirmation

- 1.1 All orders will exclusively be subject to the Terms of Fujitsu Technology Solutions ("FTS") as specified below. FTS will only be bound to supplementary General Terms and Conditions of the Contractor if these are in accordance with the Terms specified below, or if FTS has consented to the Contractor's Terms in writing.
- 1.2 Orders will be made in writing and must be confirmed in writing within the acceptance period specified in the order (order confirmation).
- 1.3 If the order confirmation deviates from the order, FTS will only be bound to the order if FTS has consented to such deviation in writing. The acceptance of deliveries or services, as well as payments, does not mean that FTS has consented to such deviation.
- 1.4 Changes or supplements to the order must be confirmed by FTS in writing.

2 Delivery Time; Partial Delivery

- 2.1 Deliveries will be deemed to be made in good time if these are received at the agreed upon time and at the designated point of destination. However, in respect of deliveries that require installation or assembly, or for services, the time of acceptance of delivery will be the decisive criterion to determine whether such deliveries have been made in good time for.
- 2.2 FTS must be notified by the Contractor without delay if it is expected that a delivery or service will be delayed.
- 2.3 The Contractor will pay a penalty of 10% of the net price of the invoice specified in the order if delivery is delayed.
- 2.4 Upon receipt of the products by FTS; FTS will directly acquire the right of disposal with regard to the products delivered. It will be the sole decision of FTS to acknowledge an individual retention of title with respect to the products.
- 2.5 Partial deliveries or partial services require the prior consent of FTS.

3 Software

The following regulations will apply to software products:

- 3.1 The Contractor will grant FTS a worldwide, non-exclusive royalty bearing right to use, copy or sublicense (even in the form of extracts) the software program (the "Software Product") and the relevant documentation, or have it sublicensed through internal and external sales organisations, or to distribute it, or have it distributed, or to hire out, grant a leasing right for or change a Software Product, or have it changed. This right shall include all unknown kinds of use and exploitation. If the Software Product contains open source software, i.e. software developed under the "Open Source Model" that is subject to the General Public License (GPL) or equivalent licenses, the Contractor will notify FTS of this in writing.
- 3.2 The Contractor hereby consents to granting FTS the right to use or reproduce all relevant present and future trademarks, copyright notices or other protective rights with regard to the Software Product on a non-exclusive basis without any separate charge.
- 3.3 The Contractor will do its best to ensure that the Software Product is delivered free from all known viruses at any time and agrees to use suitable virus scanner programs

conforming to the state of the art, in order to fulfil this obligation.

- 3.4 FTS will not be responsible for the effective legal integration or the validity of any specific terms of an End User License Agreement of the Contractor.

4 Passage of Risk; Dispatch

- 4.1 For deliveries including installation or assembly, and for services, the risk will pass upon receipt of the delivery to the agreed reception point. For deliveries not including installation or assembly, the risk will pass upon handover of the delivery at the agreed reception point.
- 4.2 The Contractor will pay for the costs of dispatch and customary packaging. The Contractor will also pay for any additional costs incurred for accelerated transport, in order to comply with delivery deadlines.
- 4.3 For each shipment, packing slips or delivery notes with details of the contents of the shipment and the complete order reference must be enclosed.
- 4.4 If deliveries are to be delivered directly to a third party, upon the request of FTS, it must be clearly stated on the delivery note that delivery is being made on behalf and for the account of FTS.

5 Invoices

The order references and item numbers of every single item must be specified in the invoice(s). If these details are not stated on the relevant invoice, such invoice need not be paid. Duplicates of invoices must be identified as duplicates.

6 Payments

- 6.1 Payments must be made within ninety (90) days net, unless otherwise agreed, or within fourteen (14) days net, with a deduction of 3% discount.
- 6.2 Prepayments will not be made. FTS will be entitled to refuse payment with regard to that part of the payment which relates to a defect until the defective delivery or service has been completely remedied.
- 6.3 The period of payment will start as soon as the delivery (including installation if necessary) or the service has been made/provided as agreed and if the invoice, which must be issued properly, has been received by FTS. A discount may also be deducted if FTS makes any counter-claim, or if FTS retains payments in a reasonable amount because of defects identified. In this case, the period of payment will start to run after the defects have been completely remedied.

- 6.4 Payment will not imply that FTS acknowledges the deliveries or services as having been made as agreed by contract.

7 Liability for Defects

- 7.1 Notice of visible defects may be given within one (1) month from receipt of the delivery or service.
- 7.2 The Contractor will not be relieved of its liability for defects if FTS and/or the Contractor itself carries out any intermediate checking or acceptance.
- 7.3 In the event that any defects are identified, either before or upon the passage of risk, or during the warranty period, the Contractor will either remedy such defects at its expense or make a new delivery or provide a new service, at the discretion of FTS. This shall also apply to deliveries where checking is restricted to taking random samples, as is

customary in the trade.

- 7.4 If the Contractor does not remedy the defects identified, or fails to make a new delivery or to provide a new service within a reasonable time, which will be determined by FTS, then FTS will be entitled either to withdraw from the contract, in whole or in part, without remuneration, or to require a reduction in the price, or to claim damages for non-fulfilment of the contract. The same will apply if the Contractor states that it is unable to remedy the defects, make a new delivery or provide a new service within a reasonable time.
- 7.5 Reworking may be carried out without setting a deadline at the expense of the Contractor if delivery is made after the delay has occurred and if FTS has an interest in immediate reworking, in order to avoid a delay on its part, or for any other specific urgent reason.
- 7.6 Any further statutory claims under applicable law, in particular claims for replacement, handling or processing costs incurred in vain, will not be affected.
- 7.7 The Contractor will pay for the costs and risk involved with regard to the return shipment of defective products.
- 7.8 The above regulations will accordingly apply to any services in connection with the remedying of defects.
- 7.9 The Contractor assures that it will only deliver products that are marked with the necessary safety symbol under applicable law and that the products have been manufactured in accordance with the relevant safety regulations and guidelines. The Contractor guarantees that the products delivered conform to the national and EU environmental protection regulations and that the transport, external and sales packaging used by it can be refilled or re-utilized as materials, according to the Regulations concerning the Avoidance of Packaging Waste. Proof of usability of any sales packaging must be submitted upon request.
- 7.10 The Contractor will ensure that the products delivered are not encumbered by any third-party rights. In particular, the Contractor will ensure that the distribution of the products is not encumbered by any third-party protective rights, such as patents, trademarks, registered designs, utility models, restrictive distribution agreement, copyrights, or other rights.

8 Subcontracting of Orders to Third Parties

Orders may not be subcontracted to third parties without the prior written consent of FTS.

9 Export Control

- 9.1 To the extent that export of the products and/or the related documents - for example, due to their nature or their intended purpose of application or use - are subject to approval under German or foreign law, or if the products are to be exported, the Contractor will obtain all required approvals or licenses, if necessary, at no charge and will assist FTS in doing this to the best of its abilities.
- 9.2 The Contractor will provide the detailed information specified below and confirm this in writing if necessary and upon the request of FTS:

- export classification (export list number, AL) in acc. with the European and/or German export control laws;
- export classification (Export Control Classification Number, ECCN) in acc. with the U.S. export control laws;

- License Exception in acc. with U.S. law;
- customs tariff number/statistical merchandise number of the product;
- country of origin of the products;
- gross and net weight of the products, as well as their dimensions.

- 9.3 The Contractor will submit the certificates of origin and preference declarations with regard to the products to FTS without delay and at no charge, upon the request of FTS.

10 Confidentiality

The Contractor will not make any information obtained from FTS accessible to third parties, to the extent that such information is not publicly known, or has been made known to the Contractor otherwise in a lawful manner.

11 Assignment of Claim

Any assignment of a claim will only be permitted with the prior written consent of FTS.

12 Ethical Standards

The Contractor is obliged to comply with the applicable laws. In particular, the Contractor will not engage, actively or passively, neither directly nor indirectly, in corruption in all forms, including extortion and bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Contractor will take responsibility for the health and safety of its employees, the Contractor will act in accordance with the applicable environmental laws and will use best efforts to promote these Ethical Standards among its suppliers. Any breach of the obligations stipulated in these Ethical Standards constitutes a material breach of contract by the Contractor.

13 Security declaration

The Contractor is obliged to store and load/unload those goods as commissioned by FTS for storage, transport, supply or handover in (i) a secured company building and at secured depots and (ii) to protect such locations and goods from non-authorized access during storage, loading/unloading and transport periods. Furthermore, the Contractor is obliged to ensure that the staff used in the production, storage, loading/unloading and transporting of such goods is reliable.

14 Place of Jurisdiction; Governing Law

14.1 The place of jurisdiction for any disputes arising from or in connection with this Agreement will be Munich, Germany.

14.2 German substantive law will apply; the conflict of laws provisions will not apply. The "UN Convention on Contracts for the International Sale of Goods" dated April 11, 1980 (CISG) will not apply.

Note on Transport Insurance:

Insurance coverage is in place for deliveries of products on an ex works/ex warehouse basis within the country and abroad.