shall not exceed, and the buyer's remedy is limited to, either i) repair or replacement of
the defective part or product or at the company's option ii) return of the product and
refund of the purchase price, and such remedy shall be the buyer's entire and exclusive
remedy. No warranty claim is invalidated if the supplied operating or maintenance instructions are ignored; or if
the buyer abuses the product, or attempts unauthorized repairs or alterations.

PASSING OF RISK AND TITLE
The passing of risk for any supply made by the company shall occur at the time of
dispatch from the company. The title however shall not pass to the buyer until payment
has been received in full by the company.

RIGHT OF SET OFF CLAUSE
The company may at any time, without notice to the buyer, set off any liability of the buyer
to the company against any liability of the company to the buyer, whether either liability
is present or future, liquidated or unliquidated, and whether or not both liabilities arise
under the same contract. If the liabilities to be set off are expressed in different
currencies, the company may convert either liability at a market rate of exchange for the
purpose of set-off. Any exercise by the company of its rights under this clause shall not
limit or affect any other rights or remedies available to it under these terms and conditions,
or otherwise.

INTELLECTUAL PROPERTY RIGHTS (IPR) AND CONFIDENTIALITY
The buyer and the company, their personnel and contracted specialists, shall treat all
information relating to the Contract which is neither generally known nor generally
accessible in strict confidence, and shall use it only for the purpose of fulfilling the
Contract. Buyer agrees to keep confidential, protect and preserve the IPR of the company as
stated in the Contract. Buyer shall not disclose the IPR to any third party to do so. In case of doubt, all information is to be treated
confidentially.

PRICING
The sale, resale or other disposition of the products and any related technology or
documentation may be subject to German export control laws, regulations and orders
under the Foreign Trade Act which is subject to the export and import control laws and regulations of other
countries (e.g. ITAR**). The buyer agrees to fully comply with all such laws, regulations
and orders and acknowledges that it shall not directly or indirectly export any products to
any country to which such export or transmission is restricted or prohibited. The buyer
acknowledges its responsibility to obtain any licenses required to export, re-export or
import the products and on request discloses to the company all relevant information as
stated in the Contract. Buyer agrees to fully comply with all such laws, regulations
and orders and acknowledges that it shall not directly or indirectly export any products to
any country to which such export or transmission is restricted or prohibited. The buyer
acknowledges its responsibility to obtain any licenses required to export, re-export or
import the products and on request discloses to the company all relevant information as
stated in the Contract. The company reserves the right to amend its policy without notice.

DEFENSE-RELATED
The company shall not be held responsible for failure to perform or delay in performing
any of its contractual obligations, if such failure or delay is due to unforeseeable events
beyond the company's reasonable control ("Force Majeure"). All claims, losses, liabilities, or expenses of any kind which may arise relating to the
products supplied by the company. Where goods are sold, resold, or otherwise
transferred to a third party, such third party shall have no rights greater than those granted
to buyer hereunder.

SEVERABILITY
If any part of these terms and conditions be deemed incomplete, legally invalid, void
or unenforceable for any reason, then such provision may be severed from these GTCs and
be replaced by an equivalent provision as economically equivalent as possible. The
remaining terms of the Contract shall remain in full force and effect.

FORCE MAJEURE
Any disputes under any contract entered into by the company shall be settled in a court of the
company's choice operating under German law, and the buyer agrees to attend any such
proceedings. No action can be brought arising out of any contract more than 12 months
after the completion of the contract. The United Nations Convention on Contracts for the
International Sale of Goods shall not apply to the contract.

GOVERNING LAW
This agreement and performance of both parties shall be governed by Federal Republic
of Germany laws and, where relevant by applicable United States procurement laws.

MBS ELECTRONIC SYSTEMS GMBH & CO. KG - General Terms and Conditions (GTC)

MBS Electronic Systems GmbH & Co. KG (the company), submits all quotations and
proposals and accepts all orders subject to the following conditions of contract which
apply to all contracts for product supplied or work done by them or their employees to the
exclusion of all other representations, conditions or warranties, expressed or implied. The
buyer agrees to execute and return any license agreements as may be required by the
company in order to authorise the use of those licensable items. Each order received by
the company will be deemed to form a separate contract to which these conditions apply
and any waiver or any act of non-enforcement or variation of these terms, or part thereof,
shall not invalidate or prejudice the company in relation to any other contract. The company
reserves the right to refuse to accept orders at a price other than the price stated on the
relevant quotation; vary the specification or withdraw from offer any of its products
without prior warning; refuse to accept any contract that is deemed to be contrary to the
company's policies in force at the time. The application of these GTC may only be varied
by agreement in writing between the buyer and the company.

PRICING
All prices shown on quotations offered by the company, are based upon the acceptance of
these conditions. Any variation of these conditions requested by the buyer could result in
changes in the offered pricing, or refusal to supply. All quoted prices are exclusive of
any applicable taxes and delivery, but inclusive of packaging in accordance with
company's standard commercial packaging methods. Any special packing, or packaging
requested by the buyer, shall be at buyer's sole expense. In addition to the invoiced value,
the buyer is liable for all import duty or taxes as may be applicable in the buyer's location.
If there is any documentation required for import formalities, whether or not for the
duties of purpose assessment, the buyer shall make this clear at the time of order. We
reserve the right to charge a minimum handling fee of €200 for relevant transactions.

DELIVERY
All delivery times are to be treated as best estimates. For guidance, where items are not
currently held on stock, standard estimated delivery time is 12-14 weeks. The company
shall deliver products using the courier service indicated by the buyer and at the buyer's
cost. If multiple shipments are requested by the buyer, multiple delivery charges will be
made and separate invoices will be raised. If requested at the time of ordering, an
alternative delivery service can be used, but only if account details are supplied to the
company so that the delivery can be invoiced directly to the buyer by the delivery service.
The company will not be liable for any damages (liquidated or otherwise) re-procurement
costs or lost profits, for any delivery delays.

INSURANCE
All shipments from the company must be insured by the buyer. If any goods received by
the buyer are in an unsatisfactory condition, the following courses of action shall be taken.
If the outer packaging is visibly damaged, then the goods should not be accepted from
the courier in any way, and claims for any damage shall be sent to the company
immediately. Under no circumstances should the damaged goods be returned, unless expressly authorised by the company. Damage should be
reported within 48 hours of receipt. Any returns made to the company for any reason, at
any time shall be packaged in the original packaging or its direct equivalent and must be
adequately insured by the buyer.

PAYMENT
Payment terms for all account holders are 30 days net in the company's bank account.
If an account falls into arrears, the company may require advance payments for future
orders. In all other cases, payment is required in advance of delivery. Any charges
incurred in making the payment, for currency conversion or otherwise shall be paid by
the customer. Interest accrued on overdue payments at a rate of 8% above the European
Central Bank base rate and is calculated monthly on amounts outstanding as of the
date on which such amounts become due, until the date the company receives full
payment from buyer.

TECHNICAL SUPPORT
A dedicated technical email address exists for all products which are not subject to
separate Support Contracts (e.g. FLS-Desk) Details of Support Contract services provided
will be given separately in the respective contracts. Technical support is provided
free of charge for 12 months from the invoice date for queries regarding the products
used in the system configuration for which they were sold. Features not documented in
the user manual, or a written offer from the company will not be supported. Interfacing
with products, other than those that are pre-approved by the company as being
compatible with the products, is at the user's sole risk. If the technical support
personnel is demonstrably working, then no support can be given with application level problems.
When purchasing a mini PDL-Pad mandatory software update and support charges are
due annually.

WARRANTY
The company provides 12 months warranty against defective parts and workmanship.
The basis of this warranty is that the fault is discussed with the company's technical
support staff before any return is made. Returned goods will not be accepted by the
company unless expressly pre-authorised. If agreed a return is necessary, then the
defined faulty item shall be returned, carriage paid, to the company and insured in
accordance with the Insurance terms given above. After repair under warranty, the
repaired product will be returned to the buyer, carriage paid by the company using their
preferred method. Under no circumstances will the company be liable for any incidental
or consequential damage or expense of any kind, including, but not limited to, personal
injuries and loss of profits arising in connection with any contract or with the use, abuse,
unsafe use or inability to use the company's products. The company's maximum liability
shall not exceed, and the buyer's remedy is limited to, either i) repair or replacement
of the defective part or product or at the company's option ii) return of the product and refund
of the purchase price, and such remedy shall be the buyer's entire and exclusive remedy.

In case of doubt, all information is to be treated confidentially.

LICENCES AND EXPORT REGULATIONS
The buyer agrees to defend, indemnify and hold harmless the company against any and
all claims, losses, liabilities, or expenses of any kind which may arise relating to the
products supplied by the company. Where goods are sold, resold, or otherwise
transferred to a third party, such third party shall have no rights greater than those granted
to buyer hereunder.

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proceedings. No action can be brought arising out of any contract more than 12 months
after the completion of the contract. The United Nations Convention on Contracts for the
International Sale of Goods shall not apply to the contract.

** ITAR: The International Traffic in Arms Regulations controls the export and import of
defence-related articles and services on the United States Munitions List (USML).