

RESI General Terms and Conditions

1. Contact

RESI Informatik & Automation GmbH
Altenmarkt 29, A-8551 Wies, Austria
Internet: www.RESI.cc
Tel .: + 43- (0) 316-262062-0
Fax: + 43- (0) 316-262062-66

2. General Terms and Conditions of RESI Informatik & Automation GmbH

The following general terms and conditions (below "GTC") from the company RESI Informatik & Automation GmbH, 8551 Wies, FN 268457 s, Regional Court Graz ("RESI") are valid for all contracts with RESI customers ("customers").

I. Field of application for RESI's GTC

1. RESI's GTC are a permanent part of all offers and contracts with companies within the meaning of § 1 UGB, natural persons, or a legal association. Our GTC is valid immediately for all goods, deliveries and services. Unless there are deviating terms that have been expressly agreed upon in writing by RESI. Even if, in individual cases, conflicting conditions are not contradicted and accepted without any reservation by RESI, the general terms and conditions of the company RESI apply.

The application of the uniform law on contracts for the international sale of movable goods or the uniform law on conclusion of an international sales contract of movable goods from 17.07.1973 is excluded.

2. The terms and conditions from our customers do not apply to any contracts with us, this applies in particular to the general terms of purchase from our customers. Counter-confirmations from the customers with reference to his business or purchase conditions are hereby contradicted.

3. All deviations or additional agreements require an express and written agreement from RESI for their effectiveness.

4. RESI's GTC are also valid for orders and contracts, which are received online via RESI's webshop (www.RESI.cc).

5. Access to and use of the website www.RESI.cc will be provided by RESI under the terms of RESI's GTC.

6. The GTC is subject to change without notice at any time by RESI. A regular retrieval and inspection of the GTC is recommended by RESI. For the relevance of each order, the latest version of the GTC counts, which is available on the day of receipt of the order on www.RESI.cc.

7. The GTC also applies to all future businesses with customers, even if they are not expressly agreed upon again.

II. Order acceptance, order and delivery conditions to customers and interested parties

1. All offers from RESI are without obligation. This includes all information in the webshop, catalogs, brochures and e-mail offers. RESI expressly reserves the right to make technical changes, as well as changes in color, shape, setting, weight and other described characteristics of the product.

All offers are without obligation in terms of price and delivery terms, as well as delivery times. Subject to prior sale.

2. All orders received by RESI are only an offer to conclude a contract with RESI. It only comes to a contract and is thus binding if the customer receives a written order confirmation from RESI or / if RESI accepts the order from the customer through factual fulfillment. A factual fulfillment is in particular the sending of the order to the customer. However, a written confirmation of order receipt (receipt of the order) doesn't represent of the offer.

3. Verbal or telephone confirmations are not given by RESI in a binding manner for example about:

- * Stock (Availability)
- * List prices / sales prices
- * Confirmation of the order
- * Delivery time.

4. Customers who place their order through our webshop will receive a confirmation of order receipt (receipt of the order) via e-mail. However, this confirmation of order receipt serves only as confirmation of receipt of the customer's order and is not considered acceptance to conclude a contract with RESI. The conditions for the conclusion of a contract as described in section II) also apply to webshop orders. The company RESI assumes no liability for the actuality, quality, completeness and availability of the goods offered in the webshop.

5. Orders (offers) of the customer must be made either in writing by e-mail or via our webshop (www.RESI.cc). Verbal and telephone orders and orders via fax will not be accepted and processed by RESI.

6. All orders that arrive on working days from Monday to Friday before 12:00 (CET) will be processed by RESI the same day, provided that the goods are available. RESI expressly reserves the right not to accept and/or fulfill orders for unavailable goods and/or to declare off the contract. In such cases, the customer will be informed as soon as possible, but there is no claim for damages for the customer. Should only a partial quantity of the order be available, RESI reserves the right to make partial deliveries and to charge them. Any subsequent deliveries will be made after the re-availability of the goods.

7. RESI has a unilateral right of withdrawal from the contract. This applies in particular to the case when RESI becomes aware of the payment difficulties of the customer or when the customer is in financial difficulties. This becomes apparent through his payment behavior toward RESI.

8. RESI reserves the right to forward orders, inquiries and offers from customers in protected geographic areas to their distributors. The distributor sells RESI products in his own name and on his own account as an independent distributor.

9. If the customer unjustly refuses to accept the delivery, the costs incurred must be reimbursed to RESI. There is also an unjustified refusal to accept if a customer does not accept the goods due to a somewhat longer delivery time without canceling the order beforehand.

10. Delivery deadlines and dates are not binding. Partial deliveries, as stated above, are permitted. Unforeseen delivery difficulties such as cases of force majeure events, strikes, breakdowns in our own or in the presupplier's factory, transport difficulties etc. entitle us to postpone the delivery for the duration of the temporary obstruction plus a reasonable start-up period or to withdraw from the contract in whole or in part. A delay in delivery does not give the customer any claims, in particular no claims for damages.

11. RESI usually delivers only by parcel service DHL ("DHL") to the delivery address given in the order in writing. If the customer wishes to change the delivery address, the customer bears the costs resulting from the change.

12. A special delivery (EXPRESS delivery before 12:00, etc.) or delivery by other carriers / parcel services except DHL must be expressly requested when ordering, the resulting costs are carried by the customer.

13. The delivery terms are always EXW Graz. The risk passes to the customer as soon as the shipment has been handed over to the person carrying out the transport or has left RESI's warehouse for collection / dispatch. In addition to these conditions, the international terms of delivery according to the Incoterms 1990 apply to international shipments. Shipping will be charged separately.

14. Loss or transport damage of any kind must be reported immediately to DHL or the respective carrier. A confirmation from the carrier about the loss or transport damage is a mandatory component for claims of damages against DHL or the respective carrier.

15. If the customer wants transport insurance, he must request the insurance in writing when ordering. Transport insurance is not included in the transport prices. The customer bears the costs of the transport insurance.

16. If the order does not reach the customer within 8 working days after the shipping confirmation has been sent, the customer is obliged to inform RESI of this immediately.

17. The customer acknowledges and agrees that products may be subject to export restrictions and export controls. The customer agrees not to export, either directly or indirectly, the products or parts of the products to a country where the products are subject to export restrictions. The customer bears full responsibility for compliance with export laws. The customer also assumes the responsibility of ensuring that his customers and other third parties comply with these export restrictions. In the case of a violation of export restrictions, the customer is not only liable for himself but also for his customers and other third parties towards the company RESI.

18. Due to the worldwide problem of the purchase of electronic components, RESI is not responsible for the customer adhering to the agreed delivery time if there are delays in the

supply chain. Any damage or financial loss resulting from this for the customer is categorically rejected.

19. The information published by RESI in the delivery note, invoices and/or webshop regarding the origin of goods, statistical goods number and similar data only represent RESI's opinion and is a recommendation. RESI is not liable for this information and excludes all legal claims.

III. Pricing, terms of payment and basis of accounting for customers and interested parties

1. All prices are net prices in EURO excluding:

- * Value added tax (VAT)
- * Customs duties
- * Import sales tax
- * Transport and packaging costs.

2. Price corrections and printing errors are expressly reserved and can be carried out by RESI at any time.

3. The current list prices of our products can be viewed on RESI's homepage at www.RESI.cc.

4. Transport costs and packaging costs incurred in the delivery are to be paid by the customer and are not included in the stated list prices of the products. The current transport costs and packaging costs will be communicated to the customer when sending the quotation or upon request.

5. Price corrections and printing errors with regard to transport costs and packaging costs are expressly reserved and can be carried out by RESI at any time. This especially applies if the delivery address is found to be in a remote area of DHL. Shipping in those areas causes higher shipping costs.

IV. Restriction of use to customers and interested parties

1. RESI reserves the right to not supply the following customers for ethical reasons:

- * Defense companies that use the company's contract products as components of weapons.
- * State-owned companies or companies belonging to dictatorial regimes, in countries where human rights have been proven to be severely restricted or violated, if the use of RESI's products is not for the benefit of the people.
- * Transactions that have only come about as a result of corruption, political interference or kickbacks.
- * Companies that rely heavily on child labor and/or slavery to achieve their business goals.

2. Products sold by RESI may not:

- * in life support devices,
- * in surgical implants
- * in nuclear installations or equipment or aircraft.

installed and put into operation. In the case of facilities where defects can result in death, injury, damage to health and/or material damage, RESI assumes no liability.

V. Intellectual Property

1. The customer uses the intellectual property rights of the company only in the context of this contract and according to instructions from RESI.
2. All copyright rights to products supplied by RESI to the customer are non-transferable and owned by their respective owners.
3. RESI's purchased products will only be delivered with a usage license. Further licensing of the rights requires the written clarification and consent of the rights holders.
5. Also, trademarks, samples, patents and other intellectual and industrial property rights, in particular ancillary copyright to the product catalog including product images, do not pass to the customer at the time of purchase. The customers and other third parties are liable to RESI for any violation of these rights.

VI. Returned goods & RMA cases

1. If the customer has wrongly ordered goods, they will only be taken back if they are in the original RESI packaging and have been ordered within 14 days. The mistakenly ordered goods must be paid for by the customer to the delivery address given by RESI. In the event of a return, the goods will be checked for functionality. If this is the case, RESI will charge a manipulation fee of 20 percent of the purchase price, but at least EUR 15. However, this only applies to deliveries from our standard range and therefore does not apply to special productions or customer-specific products.

In the case of a return, the goods are checked for their functionality. If this is given, we charge a handling fee of 20 percent of the purchase price, but at least 15.00 EURO. However, this only applies to deliveries from our standard range and thus does not apply to special productions or customer-specific products.

2. Returns or exchanges are therefore excluded: software, not catalog goods or special products, especially products specially ordered externally for the customer, as well as customer-specific products (with customer logo) and parts that have already been installed for more than 20 days.

3. There is no obligation on the part of RESI to provide product samples. If a product sample is made available as an exception, the following agreement applies in any case:

* All product samples that RESI delivers to the customer remain the property of RESI without exception.

* The customer bears full responsibility for ensuring that every product sample remains in proper operating condition during the entire time that the product sample is in the possession of the customer or his group of customers.

* After written notification from RESI, the product sample must be returned within two months (61 days) in good condition, taking into account appropriate wear and tear, to the delivery address given by RESI at the customer's expense, if the customer does not want to keep the product sample. After the deadline has expired, RESI reserves the right to offset the product samples, including shipping, even without the customer's consent, if the deadline for the return of two months has elapsed.

4. In the event of an RMA case, the customer informs RESI of his concern in writing at: sales@resi.cc.

Based on the error description, RESI checks whether the RMA device is being returned or not. If a return is required, the customer sends the RMA device back to the delivery address given by RESI at his own expense. A detailed description of the error per product must be included in the package. If there is no description of the error, the RMA case will not be processed.

5. Once RESI has received the RMA case and has completed the technical review within a reasonable period of time, RESI will send the customer a report on the status of the RMA devices and (if comprehensible) the possible cause of the error sources.

6. If the RMA case is covered by warranty, the defective RMA unit will be repaired and rendered fully functional. RESI will return the repaired and restored RMA equipment to the customer at its own expense. There are no additional costs for the customer.

7. If the RMA cases are caused by misuse by the customer or tested as faultless by RESI, they will be repaired by RESI and rendered fully functional. RESI will return the repaired and restored RMA equipment to the customer at the expense of the customer. There are costs for the customer to restore the functionality of the devices. We charge a handling fee of 20 percent of the purchase price, but at least 15,00 EURO plus shipping.

VII. Defects, Warranty, Disclaimers

1. RESI warrants and is liable only in the context of the constraining law, according to the current legal situation for intent and gross negligence.

2. RESI shall not be liable for any third parties acting in connection with these GTC, even if RESI has selected or proposed them, unless another written contract provides otherwise.

3. The amount of the liability of RESI is limited in any case to the actual purchase price paid by the customer for the respective product, unless other legal liability claims apply.

4. Any further liability for financial losses incurred by the customer and/or his customers and customers and customers, etc., arising from the use or application of RESI's products is excluded.

5. Liability for property damages and financial damages caused by the software contained in RESI's products or supplied by RESI as a stand-alone software product is categorically excluded.

6. The customer is obliged to inspect the goods received immediately for regularity, possible defects and completeness. Any defects discovered by the customer must be notified to RESI within 8 working days of receipt of the goods. Ex works (EXW), the customer is subject to proof of the defectiveness of the goods. In the case of legitimate complaints, RESI has the right either to remedy the defects or to take back the goods by crediting the amount cleared, to provide replacement within a reasonable period of time free of charge or to credit the customer with the inferior value of the goods. Further claims arising from liability for defects are excluded. The same applies to claims for damages for other reasons, unless they are based on the absence of warranted property or there is a willful or grossly negligent breach of contract by RESI. Already used parts, especially if they were already installed, are excluded from the exchange.

7. Errors, misprints and deviations with regard to material, weight, dimensions, technical

design or similar features in all commercial documents and in the webshop are reserved. An objection due to mistake by the buyer is excluded.

8. RESI does not warrant that the software and data carriers included in the scope of delivery are free of computer viruses. The customer is responsible for using software and data carriers to check them beforehand.

9. RESI is not liable and gives no guarantees about the content of its website (in particular, but not limited to the quality, actuality, completeness or suitability for the purpose of such content). The information on the website contains only advice or recommendations.

10. RESI does not warrant or make any guarantee as to the content of external websites referred to or through hyperlinks that create access to or are otherwise obtained through this website. RESI shall not be liable for the following damages, liabilities, lost profits or costs of any kind arising from the use, access or reliance on information of users in connection with this website.

VIII. Terms of payment and consequences of late payment

1. Terms of payment are agreed upon between RESI and the customer in the course of the offer. Unless agreed, 100% prepayment is usually applied.

2. In the event of late payment, default charges of 15% (per cent) per year shall be deemed agreed. In the event of late payment, RESI is also entitled to demand a generalized reminder fee of 40.00 EURO, without prejudice to the right to compensation for any additional costs incurred, such as the involvement of a debt collection agency or lawyer.

3. Unless another form of payment has been agreed upon or the invoice amount has to be prepaid, the invoice amount is payable without deductions within 5 working days after the date of the invoice, irrespective of notification of defects. If the deadline of 5 working days is exceeded, default interest of 15% (per cent) per year may be charged, unless we prove a higher damage. A payment is deemed to be made only when we can dispose of the amount in our bank accounts. In the case of checks, the payment is deemed to have been made when the check is cashed. If invoiced in non-Austrian currency, the calculation will be made on the basis of the daily rate of € (EURO) on the day of invoicing. In cases of deviations of more than 5% (per cent) on the day of receipt of the payment, we are entitled to recalculate.

IX. Reservation of proprietary rights

All goods delivered by us remain the property of RESI until full payment. The property is only transferred to the customer when he has paid all his liabilities out of all deliveries of goods and from all checks and all invoices of exchange. In the case of seizure of goods or other access by third parties, the customer must point out RESI's property and notify RESI immediately. In the case of processing other products not belonging to RESI by the customer, RESI shall be entitled to ownership of the new item in the ratio of the value of RESI's products to the value of the finished product. Otherwise, the same applies to the new item as to the reserved goods. The claims of the customer from a resale, regardless of whether the reserved goods have been sold without or after processing, are now assigned to RESI. If the goods subject to retention of title as described are sold together

with other goods not received by RESI, the assignment of the claim from the resale shall only apply in the amount of the delivery price of RESI.

X. Data-privacy

1. RESI only used the data that is necessary for the execution of orders and possible orders to serve their customers and prospects.

2. If a notification or contact of any kind by the customer and interested parties is not desired, the customers and interested parties must contact RESI in writing at their invoice address, telephone number or e-mail address.