

General Terms and Conditions of Sale and Payment for Techno Team Vision USA Inc. (the "Terms and Conditions")

§ 1 General Terms

1. For all deliveries and performances of the Techno Team Vision USA Inc., hereinafter also referred to as "TTV", the following conditions shall be exclusively authoritative even if, in the course of a business connection, TTV does not issue a particular confirmation of the order. Any deviations from these conditions or any subsidiary agreements shall be effective only when confirmed in writing by TTV via mail or e-mail.
2. Any diverging conditions established by TTV's customer (the "Customer") are hereby expressly objected to and shall be deemed null and void.
3. TTV shall reserve its rights of sale based on title and copyright without restriction to drawings, samples and other documents (hereinafter referred to as "Documents"). Third parties may only be allowed access to the Documents after TTV has given its prior written consent. Documents are to be returned to TTV upon request and copies are to be destroyed with written confirmation by an appropriately authorized individual within the Customer organization if an order is not placed.
4. The Customer has the non-exclusive right to use standard software with the agreed performance characteristics in unamended form on the ordered goods.

§ 2 Offer and Contract

1. Offers made by TTV - referring also to advertisements, brochures, and other documents - shall remain subject to change by TTV. Samples, illustrations, dimensions and weight information, performance ratings and specifications of other properties contain merely a more detailed description of the products and services that are subject to the contract and do not constitute warranties, unless expressly agreed upon as such in writing with TTV.
2. Contracts for the delivery of TTV products shall be effective only upon confirmation of the order in writing issued by TTV. In the event of prompt execution of the order, the delivery note or invoice, as the case may be, shall be deemed a confirmation of the order.
3. Warranties, subsidiary agreements, modifications and amendments of a contract entered into with TTV shall be effective only if confirmed in writing by TTV.

§ 3 Terms and conditions of delivery, Default

1. Compliance with delivery dates is based on the assumption that all technical and other details of the order have been clarified, any documents which may be required from the Customer have been supplied, any down payment which may have been agreed has been paid, as well as compliance with the agreed obligations of the Customer. The delivery dates shall be extended as appropriate, and by at least the period of time in which the Customer is in arrears with his contractual duties.
2. In the event of force majeure and all unforeseen hindrances occurring after the contract has been signed that are outside of TTV's control, in particular operational breakdowns, strike, lock out, or disruptions in the traffic routes, the delivery period shall be extended, in so far as it can be proven that such hindrances are of considerable significance to the delivery of the sold goods – even if TTV is already in default – by the duration of such measures and hindrances. This shall also apply in those cases in which this circumstance occurs at the suppliers of TTV and their subcontractors. The beginning and end of such hindrances are to be notified by TTV to the Customer as soon as possible. The Customer may demand a statement from TTV as to whether TTV will withdraw from the contract or supply within a reasonable period of time. If TTV does not provide such statement without delay, the Customer may withdraw from the contract.
3. If TTV finds itself in default, the Customer may, provided that the Customer submits a credible case that the Customer has sustained a loss as a result, demand compensation for every completed week of default amounting to 0.25%, up to a

maximum of 5%, of the total price of the part to be delivered which has not been delivered on time.

4. Any additional Customer claims for compensation for damages on account of default of delivery or Customer's claims for compensation instead of performance in excess of the limits named in the foregoing clause 3 are excluded in the event of default in delivery, even after the expiry of a period set by TTV for delivery. This shall not apply provided that liability is compulsory in cases of intent, gross negligence or loss of life, physical injury or impairment to health. The Customer may only withdraw from the contract within the scope of applicable law provided that TTV is responsible for the default in delivery. A change in the burden of proof to the detriment of the Customer is not intended with the above arrangement.
5. At the demand of TTV, the Customer shall be obliged to state within a reasonable period of time whether the Customer will withdraw from the contract on account of the delay in delivery or whether the Customer will insist upon the delivery.
6. TTV shall be entitled to make partial deliveries and to present partial invoices as appropriate.
7. If the dispatch of the goods is delayed at the request of the Customer by more than two weeks after the agreed delivery date or, if no exact delivery date has been agreed, following the notification of the readiness for dispatch, TTV shall be entitled to invoice the Customer a lump sum for each month commenced for storage charges amounting to 0.5% of the price of the consignment, up to a maximum however of 5%. The right of the parties to the contract to prove that the storage costs incurred are higher or lower shall not be affected. The goods shall be put into storage at the risk of the Customer. If the Customer is in default in accepting delivery, TTV's account shall be due and payable immediately.

§ 4 Technical Alterations

TTV reserves the right to carry out technical alterations, design changes and any other alterations of specifications and performance features insofar as they serve technological progress.

§ 5 Prices

1. Price lists and other general price quotations shall remain subject to change. TTV shall be bound to prices stated in offers for 2 weeks after the date of making the offer.
2. The prices shall be deemed as being ex Works excluding packaging, loading, transport and insurance plus the rate of value added tax or sales tax applicable at that time. The invoice shall be based on the prices valid on the date on which the order is confirmed, unless a fixed price offer is made by TTV in writing to the contrary. The stated prices shall only apply for the respective individual order. Confirmed fixed prices shall only apply for the acceptance of the confirmed quantities.
3. Price changes shall be admissible if the date of execution of the contract and the agreed date of delivery are more than 4 months apart and if the materials cost or the cost determined by the market price increase during this period. In this event TTV is entitled to increase the prices in accordance with the cost increase.

§ 6 Passing of Risk

1. Delivery shall in each case be at the risk of the Customer. The risk shall pass to the Customer upon delivering the goods to a forwarder or carrier, or at the latest upon the goods' leaving storage or upon notification that the goods are ready for dispatch.
2. Unless otherwise agreed, TTV shall choose way and means of dispatch. Dispatch is always carried out uninsured. At the Customer's request and expense, TTV shall insure the goods to the best possible extent.
3. If dispatch is delayed upon the Customer's request or by the Customer's fault the goods shall be stored at the Customer's expense and risk. In this event the notification of the goods' readiness for dispatch shall be equivalent to dispatch.

4. All delivered goods shall be accepted by the Customer without prejudice to his rights, even if such goods have been damaged in transit or are defective. In the event of damage in transit the carrier shall confirm the damage before the goods are accepted.
5. For purposes of clarity and illustration, this Art. 6 shall similarly apply to the deliveries carried out by TTV's affiliates on TTV's behalf, e.g. by the TechnoTeam Bildverarbeitung GmbH, Germany.

§ 7 Terms of Payment

1. Unless otherwise agreed upon by TTV and the Customer, payment of invoices shall be due generally 14 days upon their date of issue without any discounts. Cash discount arrangements shall require a separate contract.
2. If the Customer fails to make the due payments in time TTV, without prejudice to other claims, is entitled to charge 8% interest over the Prime Rate upon commencement of the default. Interest rates shall be higher or lower if TTV proves a higher interest load or if the Customer proves a lower interest load.
3. All payments shall be made to the TTV accounts stated in the invoices. Checks and bills eligible for rediscount will be accepted only as a payment vehicle, the latter only upon special agreement. Crediting of bills and checks will be effective subject to collection, deducting fees and expenses, the value date being the date on which the equivalent sum is available to TTV. Discount and bill charges shall be borne by the Customer. Claims by TTV shall fall due immediately, irrespective of the term of bills taken in or credited, if any, if the terms of payment are not complied with or if facts indicating a substantial deterioration of the Customer's assets become known. In the event of the latter, TTV is entitled to make further deliveries conditional on an advance payment or the provision of appropriate securities. Established credit lines, if any, are always freely revocable.
4. The Customer may offset TTV's demands for payment only with Customer's uncontested claims or claims recognized by declaratory judgment. The Customer is entitled only to such liens or rights of retention that stem from the same contractual relationship.

§ 8 Quality defects

1. The performances of TTV are to be remedied free of charge as TTV sees fit. Either a new part is to be supplied or rendered if it shows a quality defect within the period of limitation, provided that its cause already existed at the point in time at which risk was passed over.
2. Claims based on quality defects shall become time-barred in 12 months. This shall not apply in so far as applicable laws prescribe longer periods as well as in cases of loss of life, physical injury, or impairment to health, or in the event of intent or a grossly negligent breach of duty by TTV and in the event of malicious concealment of a defect.
3. The Customer has to notify TTV of such quality defects without delay and in writing.
4. In the event that TTV has been notified of such quality defects, the Customer may withhold payments only in an appropriate ratio to the quality defects which have occurred. The Customer can only retain payments for such quality defect for which there is no doubt with regard to its justification. If the quality defect is claimed unjustly, TTV shall be entitled to demand the reimbursement by the Customer of the expenses it incurs.
5. As a first step, TTV is to be allowed the opportunity to render subsequent fulfilment within an appropriate period of time.
6. Should the subsequent fulfilment fail, the Customer may withdraw from the contract in accordance with Art. 11 below or reduce the remuneration irrespective of any other claims the Customer may assert for compensation for damages.
7. Warranty claims shall not exist for minor deviation from the agreed quality, if the impairment to use is minor, or in the event of natural wear and tear or damage, occurring after the passing of risk as a result of faulty or negligence treatment, excessive loads or which arises as a result of special external influences not assumed in the contract, as well as for software defects

which are not reproducible. If improper modifications or repair work is carried out by the Customer or by third parties, they shall likewise not have any warranty claims for the resultant consequences.

8. The Customer's claims on account of the expenditure necessary for the purposes of subsequent repairs, in particular transport costs, travelling expenses, labour costs and material costs are excluded in so far as the expenses increase because the delivered goods have subsequently been moved to a location other than the Customer's premises, unless the goods are transferred to be used as intended under the contract.
9. If applicable to TTV's goods and services, potential Customer claims against TTV's suppliers under a right of recourse in accordance with section 478 (1) of the (German) Civil Code [BGB] shall only exist to the extent that the Customer has not made any agreements with the Customer's buyers or other third parties receiving the goods that are going beyond the statutory warranty claims. Moreover, the above Clause 8 shall apply accordingly for the scope of the Customer's right of recourse against TTV in accordance with section 478 (2) BGB.
10. Moreover, Art. 11 (Other claims for compensation for damages) below shall apply to claims for compensation for damages. However, claims asserted by the Customer against TTV and its representatives on account of a quality defect over and above this or claims other than those regulated in this Art. 8 are excluded.

§ 9 Industrial property rights and copyrights; legal defects

1. Unless otherwise agreed, TTV shall be obliged to deliver the goods free of industrial property rights and third party copyrights (hereinafter referred to as proprietary rights) only in the country in which the goods are to be delivered. In so far as a third party asserts substantiated claims against the Customer on account of a breach of proprietary rights by goods delivered by TTV in accordance with the contract, TTV shall be liable towards the Customer within the period of time specified in Art. 8 Clause 2 as follows:
 - a) TTV shall, as it sees fit, and at its costs, either obtain a right of use for the delivered goods concerned or modify them so that the proprietary right is not breached or exchange them. If it is not possible for TTV to do so at reasonable terms and conditions, the Customer shall be entitled to the statutory right to withdraw from the contract or to reduce the price.
 - b) The duty of TTV to render compensation for damages shall be determined in accordance with Art. 11 (Other claims for compensation for damages).
 - c) The obligations of TTV under sections a) and b) above shall only exist if, and so far as the Customer has informed TTV without delay and in writing of the claims asserted by the third party, does not accept a breach and allows TTV to take all defensive measures and to conduct negotiations to reach an out of court settlement. If the Customer stops using the delivered goods to reduce the damage or for other important reasons, the Customer shall be obliged to notify the third party in writing that by stopping use the Customer is not acknowledging and shall not be deemed to have acknowledged that the Customer is in breach of a proprietary right.
2. Claims by the Customer shall be excluded to the extent the Customer caused the breach of the proprietary right.
3. Moreover, the claims by the Customer shall be excluded to the extent the breach of the proprietary right is caused by special specifications by the Customer, an application which could not have been foreseen by TTV or which is caused as a result of the delivered goods being modified by the Customer or used together with products not supplied by TTV.
4. In the event of breaches of proprietary rights, the provisions in Art. 8 Clauses 4, 5 and 9 shall apply accordingly for the claims of the Customer regulated in Clause 1 a).

5. In the event that there are other legal defects existing, the provisions of Art. 8 shall apply accordingly.
6. Customer claims against TTV and its representatives in excess of these or claims other than those regulated in this Art. 9 are excluded.

§ 10 Impossibility: adjustment of the contract

1. In so far as delivery is impossible, the Customer shall be entitled to demand compensation for damages, unless TTV is not at fault for this impossibility. However, the Customer's claims to compensation for damages shall be limited to 10% of the value of that part of the delivery which cannot be used in expedient operations on account of impossibility. This limitation shall not apply provided that in cases of intent, gross negligence or on account of loss of life, physical injury or impairment to health, liability is compulsory. A change in the burden of proof to the detriment of the customer is not intended with this section 1. The right of the customer to withdraw from the contract shall not be affected.
2. In so far as unforeseeable events within the meaning of force majeure change the economic importance or the contents of the delivery considerably, or have a considerable effect on the operations of TTV, the contract shall be modified as appropriate in compliance with the tenet of good faith. In so far as this is not justifiable from an economic perspective, TTV shall be entitled to withdraw from the contract. If TTV intends to make use of this right to withdraw from the contract, TTV shall consequently have to notify the Customer of this without delay and particularly in those cases in which an extension of the delivery period had initially been agreed with the Customer.

§ 11 Other claims for compensation for damages

1. Claims by the Customer for compensation for damages and for the reimbursement of expenses (hereinafter referred to as claims for compensation for damages) shall, regardless of legal reason, in particular on account of breach of duties under applicable contract laws and on account of illegal acts, be excluded.
2. This shall not apply in so far as liability is compulsory, e.g. in accordance with the (German) Product Liability Act, in cases of intent, gross negligence, on account of loss of life, physical injury or impairment to health on account of a breach of essential contractual duties. The claim for compensation for damages for a breach of essential contractual duties shall, however, be limited to damage foreseeable and typical for this type of contract, provided that intent or gross negligence is not present or there is no liability on account of loss of life, physical injury or impairment to health. A change in the burden of proof to the detriment of the Customer is not intended with the above arrangements.
3. In so far as the Customer is entitled to claims to compensation for damages in accordance with this Art. 11, these shall become time-barred with the expiry of the period of limitation applicable for warranty claims in accordance with Art. 8 Clause 2. In the event of claims for compensation for damages, in accordance with the (German) Product Liability Act, the statutory limitation rules shall apply.

§ 12 Reservation of Title

1. Until the satisfaction of all claims, including all balance claims from current account balances that TTV is entitled to on any legal ground against the Customer now or in the future, TTV shall retain title to the delivered goods.
2. In the event of the Customer acting contrary to the terms of the contract, in particular in the event of delay or default in payment, TTV is entitled to take back the goods after issuing a demand for payment, and the Customer is obliged to return them.
3. The enforcement of the reservation of title and the attachment or seizure of the delivered goods by TTV shall not be deemed a withdrawal from the contract unless provisions of consumer credit laws apply or unless withdrawal from the contract has been expressly declared in writing by TTV.

4. The Customer is entitled to resell the delivered goods in due course of business; the Customer shall, however, at that time assign to TTV all claims arising for the Customer from the resale amounting to the purchase price agreed upon by TTV and the Customer, including the value-added tax or sales tax prescribed by law, irrespective of whether the delivered goods are resold without or after processing them. TTV shall accept the assignment. TTV shall revocably authorize the Customer to collect the payments pursuant to claims assigned to TTV for the Customer's account on the Customer's own behalf. The authority of TTV to collect on the claims shall not be affected hereby; however, TTV undertakes not to collect on the claims and not to revoke the Customer's authorization to collect as long as the Customer duly meets the Customer's financial obligations and is not in default in payment. In this event, however, the Customer hereby irrevocably undertakes to provide, at first request, all information and to present and submit the documents required by TTV to enforce such rights to TTV. The Customer is obliged to fully inform TTV at first request and at any time on the whereabouts of the reserved goods delivered by TTV. If the Customer has sold these goods or if they are, due to whichever legal grounds, no longer in the Customer's possession, the Customer shall notify TTV thereof, in particular of the claims against third parties that the Customer is insofar entitled to based on whichever legal ground. The Customer is obliged to notify the third party of the assignment and to ensure such party makes payment to TTV immediately.
5. The processing or transformation of the delivered goods by the Customer shall always be carried out on behalf of TTV but without any obligation arising for TTV. If the delivered goods are processed or combined with other goods not owned by TTV, TTV shall acquire co-ownership of the new product in accordance with the value of the delivered goods in proportion to the value of the other processed goods at the time of processing.
6. If the delivered goods are inseparably mixed with other goods not owned by TTV, TTV shall acquire co-ownership of the new product in accordance with the value of the delivered goods in proportion to the value of the other mixed goods. The Customer shall hold the co-ownership in custody for TTV.
7. The Customer may not pledge the delivered goods or assign them by way of security. In the event of attachment, confiscation or other dispositions by a third party, the Customer shall immediately notify TTV thereof and provide TTV with all information and documents required for the maintenance of the rights of TTV. Enforcement officials or third parties, as the case may be, shall be informed of the ownership of TTV by the Customer.
8. TTV undertakes to release securities it is entitled to at the Customer's demand if the value of the claims to be secured, as far as they have not been settled yet, exceeds them by more than 20%.

§ 13 Place of Performance, Jurisdiction, Applicable Law, Final Provisions

1. Place of performance and exclusive jurisdiction for all deliveries and performances as well as payments and all disputes between the parties arising out of the contract, including actions on checks and bills of exchange, shall be TTV's place of business if the Customer is a merchant registered in the commercial register, a public law entity or a separate fund under public law. However, TTV may also bring an action at the Customer's place of business.
2. These Terms and Conditions, the contract, the order and related documents and their respective interpretation shall be governed by the laws of the State of Florida, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).
3. Transfers of rights and obligations of the Customer arising from the contract entered into with TTV require a confirmation in writing by TTV to become effective.
4. If a provision of these terms is or becomes void the validity of the other provisions shall not be affected thereby. The ineffective condition shall be replaced by a provision serving the intended purpose legally and economically in the best possible manner.