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Mipot S.p.A.

General Terms and Conditions of Sales

- 1. General:** Mipot S.p.A. ("Company") will sell certain HW products and/or license certain SW products ("Products") as listed in the Order Confirmation at the conditions stipulated in this document. Any conditions stipulated by the Customer which are different from these general conditions shall be valid only if expressly acknowledged by Mipot S.p.A. in writing.
- 2. Purchase Orders:** Mipot will ship products only after having received a Purchase Order from the Customer. Orders are only accepted with the submission of Company's order confirmation. A call-off order is subject to the Customer's obligation to call-off the total order volume within one year after the date of Company's order confirmation. Delivery dates for call-off orders cannot be changed without Company's approval. Deliveries may not meet the order volume by up to 5%.
- 3. Price:** All prices and charges are exclusive of VAT, other taxes, withholding tax, duties, bank charges and fees. Company reserves the right to modify prices for Products not yet shipped if the calculation basis has significantly changed and shall notify the Customer thereof as soon as possible. Customer specific packaging is subject to extra charge.
- 4. Payment Terms:** Payment is due 30 days from date of invoice. Checks and money drafts do not constitute payment until they have cleared. Company may at any time prior to shipment demand advance payment, confirmed and irrevocable letter of credit or a bank guarantee to ensure payment. If the Customer's payment is late he shall, without notice, pay interest at the rate of 6% above the actual base rate of the National Bank at his place of business with immediate effect.
- 5. Delivery/Risk:** Delivery is EXW Cormons (Gorizia Italy), Incoterms 2000. Late delivery shall not justify termination of the order. Partial delivery is allowed. Delivery can be postponed until, in Company's opinion, the Customer's creditworthiness is sufficient or the total value of outstanding payments has been reduced to an acceptable level. Customer shall, at Company's request, provide information with regard to his creditworthiness
- 6. Shipment:** Products are shipped at Customer's cost and risk to the address indicated in the order. Shipment costs are charged if no valid account number with an express carrier/package delivery company is specified in the order. The cost of storage is to be borne by the Customer.
- 7. Order Cancellation:** In the event Customer cancels all or part of an order Customer agrees to pay a cancellation charge of 50% of the offer price. The charge covers Company's expenses and is not intended as a penalty.
- 8. Conditions of use:** Customer is granted a limited, non-exclusive license to use the firmware (i.e. a program embedded in Mipot hardware or as flash software provided by Mipot) and software (i.e. a program to be installed on Customer products to provide interoperability with Mipot firmware), without the right to sublicense, only to operate the Mipot hardware. It is, unless authorized by mandatory provisions of law, forbidden to decompile, to detect the source code, to change, reproduce or develop the firmware or software as well as to reproduce, change or reverse engineer the hardware. Software may only be modified to achieve interoperability with Mipot products. Firmware, software and hardware (the "Product") may only be used for integration in Customer products and distribution after such integration. All data and know how communicated to Customer may not be used for any other purpose. In any case Customer is responsible for the Product testing and acceptance. Company's Products are not designed for use in life-support and aviation applications.
- 9. Warranties:** Company's warranty covers for a period of 12 months from delivery proven defects due to bad material or poor workmanship of Company's hardware. Under the warranty, Company undertakes, at Company's discretion, to repair, replace or reimburse the purchase price of the defective hardware or part. It is the customer's responsibility to arrange and pay the return shipment to Company. Return shipment will only be accepted under the conditions of Company's Return Material Authorization form. The customer shall use the RMA number in all related communication with the Company.

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Any guarantees or additional warranty are expressly excluded. Replaced hardware becomes Company's property. The Customer shall bear the associated costs of replacement of defective hardware (i.e. removing, transporting and reinstalling). Excluded from Company's warranty are all defects, which result from normal wear and tear or damaging external influences (e.g. electromagnetic, electrolytic, chemical, weather, air pollution), repairs, improper maintenance, failure to observe the user manual and mounting instructions, excessive loading, inappropriate testing, material or processes. Samples do not constitute a warranty of quality or characteristics.. The warranty terminates upon the customer's breach of an obligation under these GT&Cs.

10. Claims: Complaints on the quantity or quality of the hardware Product must be substantiated by Customer in writing within 7 days after receipt of the Product. Hidden defects within the warranty period must be claimed within 7 days after discovery.

11. Liability: Any liability which is not expressly mentioned under these GT&Cs, including without limitation for direct, indirect or consequential damages, loss of profit, fitness for a particular purpose, warranty of characteristics, irrespective of the grounds on which it is based (including late or no delivery, infringement of intellectual property rights, tort, contract or strict liability), is excluded by Company. Company's liability is limited to intent and gross negligence and to the value of the purchase price for all claims arising from the order. Customer using or selling Products in devices or systems where malfunction can result in personal injury or casualties, do so at their own risk and agree to keep Company harmless from any consequences. The use or sale of Products in countries subject to different regulations and standards than those in force at Company's place of production, are at Customer's risk.

12. Ownership: Ownership of the hardware rests with Company until receipt of full payment. The ownership of intellectual property rights on the Product remains with Company or Company's licensors.

13. Pledge or lien: The Customer shall have no pledge or lien on the Product.

14. Technical Information: Information, data and drawings in brochures, datasheets, catalogues and Company's website are not binding. The information does not constitute a warranty of characteristics. Company reserves the right to modify technical information without notice.

15. Confidentiality: Technical information, drawings, prices and offers may not be copied, modified or disclosed to third parties.

16. Export Control: Customer represents that the Product will not be shipped to any countries subject to embargo, export controls or other restrictions. At Mipot' request, Customer will sign a letter confirming the above.

17. Assignment: It is forbidden to assign this contract in part or entirely to a third party without Company's written approval.

18. Law: All contracts between the Parties are subject to Italian material Law with the exclusion of its conflicts of law provisions. The United Nations convention on contracts for the international sale of goods of 1980 shall not apply. Place of venue is Gorizia, Italy. Mipot may raise a claim at the Customer's place of residence.

19. Survival: Clauses 8, 9, 11, 15, 18 shall survive termination of this agreement.