I. Scope of application
1. These General Terms and Conditions of Sale and Service of Iboe Automotive Systems GmbH shall apply to all contracts for the supply of goods and services, including the ordering party's current or future orders or of similar nature. The ordering party shall apply to purchase and work contracts, to contracts about the delivery of movable objects to be produced or manufactured in the context of the entire business relationship, to contracts on the production of software and to offers or orders for software and related updates provided by us. We hereby object to the application of the general terms and conditions of the ordering party or any other terms and conditions, unless we have expressly consented to their use in writing. This applies also to contracts for the supply of services unreservedly despite being aware of terms and conditions of the ordering party that conflict with or deviate from our terms and conditions. Our Conditions of Sale only apply to entrepreneurs within the meaning of Section 14 BGB (German Civil Code).

2. We reserve the right to correct any inadvertent errors in sales brochures, price lists, quotation documents and other documentation and shall not be held responsible for any damage resulting from these errors.

II. Conclusion of agreement
1. The conclusion of an agreement between us is only valid if we expressly confirm it to change or expressly bind them as being relevant thereafter.

2. Written orders constitute a binding offer that we can accept within two weeks by sending a written order acceptance or by performing the work. Unless otherwise agreed, the prices are quoted "ex works" (Incoterms 2010).

3. We will provide evidence of this to the ordering party upon request. If this higher price exceeds the agreed price by more than 20% or more, the ordering party shall be entitled to rescind the contract. This right must be asserted without undue delay after the ordering party has been notified of the increased price. A fixed price can only be agreed in an express written agreement.

4. If the ordering party requests delivery in instalments, we are entitled to invoice the ordering party regarding each delivery and the corresponding documents in connection with the delivery. In this case, the ordering party shall bear all costs required for the set-up, delivery and commissioning in addition to the price agreed for the delivery in accordance with the supplier's price list in effect at the time of performance.

IV. Terms of payment and extended limitation period for our payment claims
1. Payment is due within 30 days from the date of invoice. If the payment is not received by that deadline, the ordering party shall bear the costs.

2. The terms of payment and payment regulations referred to in point 1 also apply to any subsequent claims we may have against the ordering party, in particular, all claims arising from processing, delivery, assembly or commissioning.

3. Prior to the commencement of work the ordering party shall take all measures required to ensure that our assembly personnel will be able to start working right after arriving at the site as agreed and

V. Delivery and work performance
1. Unless otherwise agreed, delivery will be "ex works" (Incoterms 2010). We reserve the right to change the agreed delivery location and to make delivery with the cooperation of third parties.

2. The risk shall pass to the ordering party when the delivery is delivered to the location where it will be set up or assembled.

3. If we have to perform work or assembly, and commissioning is agreed, the ordering party will be responsible for any damage or loss to the work or assembly site that is caused by the ordering party, or the suppliers of the work or assembly site, and our employees.

4. We may make partial deliveries and render a partial performance if and to the extent that we have a justified interest in doing so and the ordering party can reasonably be expected to accept the delivery or partial delivery.

5. Irrespective of this, the ordering party must notify the third parties in advance of the delivery or performance of the goods or services in question. The ordering party shall bear the costs.

6. The ordering party shall insure the goods subject to reservation of title sufficiently. The ordering party hereby assigns to us all claims against the insurance company from a damage event relating to the goods subject to reservation of title, only if the ordering party does not otherwise dispose of them over and, in particular, may not pledge them as security or use them as collateral. If the goods subject to reservation of title are not paid for by the third party purchaser immediately, the ordering party may only perform against the third party purchaser or shall be deemed assigned in the amount of the delivery price agreed between us and the ordering party if it is not possible to deduct from the invoice the amounts allocated to the individual goods. Co-ownership shares are sold as goods subject to reservation of title, the claim from the resale shall be deemed assigned to us in the amount of our co-ownership share. The ordering party must notify the other third parties that already exist or arise if they are entitled to claim or use the collateral or goods in accordance with the above.

VII. Withdrawal
1. Unless otherwise agreed, the prices are quoted "ex works" (Incoterms 2010). We reserve the right to correct a deficiency, fault or other error in our delivery and work performance as soon as we become aware of it. We shall not be obligated to inform the ordering party about such defects that we have already corrected.

2. The deficiency, fault or other error in our delivery and work performance shall not affect any other rights to withdraw or rescind the contract.

3. We are also entitled to withdraw if the ordering party makes an unequivocal and significant breach of contract or of any other obligations. If the order is imported, this also applies if the order is not properly completed by the supplier or the supplier is not entitled to withdraw from the agreement.

4. We will provide the ordering party with written notice of our withdrawal within one year from delivery of the goods or service subject to withdrawal. We shall give the ordering party a reasonable period of time after our notice of withdrawal to rectify the deficiency, fault or other error in the delivery or work performance in question. If the ordering party does not rectify the deficiency, fault or other error in the delivery or work performance in time, we are entitled to terminate the contract after the above-mentioned time limit has expired.

5. The ordering party is entitled to collect the amount due and is not entitled to exercise the right of set-off or any other right to claim against us.

6. The ordering party may also invoke the right of set-off in the event of a deficit in the delivery or work performance, if we were also in breach of contract. In this case, the ordering party must notify the third parties in advance of their subject to reservation of title, the claim, assigned to us, or other collateral, providing us with the documents necessary for an intervention; the same also applies to all other types of impairment.

7. The ordering party is entitled to collect the amount due and is not entitled to exercise the right of set-off or any other right to claim against us.

8. If the value of the collateral exceeds our claims against the ordering party by more than 20%, we may sell the collateral at a reasonable price and utilise the proceeds to the best possible extent within a reasonable period of time, to scrap them and to offset the proceeds, deducting the incurred costs and the order price.

9. If the ordering party is entitled to withdraw from the contract due to the termination of the contract by us, the right of set-off or any other right to claim against us.

10. Unless otherwise agreed, delivery will be "ex works" (Incoterms 2010). We reserve the right to change the agreed delivery location and to make delivery with the cooperation of third parties.

11. If the supplier is a businessman and the business relationship is based on a fraudulently concealed relationship, liability based on a fraudulently concealed legal relationship shall not affect the ordering party's contractual relationship. In the event of delivery to a business relationship, the ordering party's contractual relationship shall not affect our contractual relationship.

12. We warrant that the goods delivered have been produced, processed and transformed in accordance with the state of the art, the technical regulations and the requirements of the statutory bodies.

13. The ordering party is entitled to receive the documents necessary for an intervention; the same also applies to all other types of impairment.

14. The ordering party shall invoice the third parties in advance of their subject to reservation of title, the claim, assigned to us, or other collateral, providing us with the documents necessary for an intervention; the same also applies to all other types of impairment.

15. The ordering party must promptly notify us of any levy of execution by a third party (e.g. judicial officer or notary) or of an arrest or seizure of the goods subject to reservation of title. The ordering party shall inform the third party that it is subject to reservation of title and inform the third party that it is subject to reservation of title.

16. The ordering party must promptly notify us of any levy of execution by a third party (e.g. judicial officer or notary) or of an arrest or seizure of the goods subject to reservation of title. The ordering party shall inform the third party that it is subject to reservation of title and inform the third party that it is subject to reservation of title.

17. The ordering party must promptly notify us of any levy of execution by a third party (e.g. judicial officer or notary) or of an arrest or seizure of the goods subject to reservation of title. The ordering party shall inform the third party that it is subject to reservation of title and inform the third party that it is subject to reservation of title.

18. The ordering party must promptly notify us of any levy of execution by a third party (e.g. judicial officer or notary) or of an arrest or seizure of the goods subject to reservation of title. The ordering party shall inform the third party that it is subject to reservation of title and inform the third party that it is subject to reservation of title.

19. The ordering party must promptly notify us of any levy of execution by a third party (e.g. judicial officer or notary) or of an arrest or seizure of the goods subject to reservation of title. The ordering party shall inform the third party that it is subject to reservation of title and inform the third party that it is subject to reservation of title.
PART B – ADDITIONAL CONDITIONS ON THE PROVISION OF SOFTWARE

I. Scope of application

These PART B – ADDITIONAL CONDITIONS ON THE PROVISION OF SOFTWARE (“PART B”) apply in addition to PART A contracts on the perpetual or non-permanent provision of software services (including a “Software Contract”) in addition to PART A – GENERAL CONDITIONS (“PART A”). In case of any contradiction between a provision of this PART B and a provision of PART A, such provision of PART A shall prevail.

II. Software Products and provision of Software Products

1. We offer three different types of software products (each a “Software Product”): (i) the “Embedded Software”, which will usually be installed on one PC and will be separately used on such PC, as well as (ii) “Expansion Modules” and (iii) “Core Modules” which can only be used in connection with a Core Module or the Embedded Software respectively.

2. Prior to the provision in each Software Contract, we will verify the ordering party’s entitlement to perpetual Software Licenses set forth in the respective Software Rental Contract. Part II. Section III.i applies accordingly.

3. The initial term of a Software Rental Contract has an Initial Term of one (1) year (“Initial Term”). The commencement of the Initial Term will be set forth in the Software Rental Contract. In case the Software Rental Contract does not set forth such commencement date, the Initial Term will begin on the day on which the ordering party has to pay the first annual fee. The ordering party will be provided with such information as set forth in the respective Software Rental Contract.

4. During the term of a Software Rental Contract the ordering party has the right to download the Updates for the Software Products provided under such Software Rental Contract at no additional cost.

5. Upon expiration of a Software Rental Contract, the ordering party has to delete without undue delay any installations (including any backup copies) of the respective Software Products and, upon on our written request, confirm such deletion in writing.

6. The ordering party has to pay the software license fees at the beginning of each contractual year according to the respective license terms.

V. Protection of Intellectual Property and Updates, Third Party Software

1. The ordering party is only entitled to copy a Software Product to the extent such copy is necessary to use such Software Product. Necessary copies are, in particular, the installation of the Software Product on the mass storage media of the hardware used as well as the loading of the Software Product into the main memory. The ordering party is not allowed to rent or otherwise sublicense a Software Product, to make it available to the public, to communicate or to otherwise make it available to third parties.

2. We are entitled to carry out an audit at the ordering party to verify whether the actual use of the Software Products by the ordering party complies with the contractually agreed license scope; in particular, we are entitled to collect or to otherwise verify compliance with the license terms.

3. To the extent such copy would be made in violation of the applicable law, we are entitled to collect or to otherwise verify compliance with the license terms.

4. In case the ordering party does not comply with the license terms, we are entitled to withdraw the software to the extent such withdrawal is allowed under the applicable law.

5. Our Software Products may require access to and/or use of software products or software programs that are operated by the ordering party. Such Third Party Software, if subject to the license terms of the respective third party, is subject to the extent the Third Party Software is made available via my.ibeo-as.com, the applicable license terms are accessible at my.ibeo-as.com.

VII. General Conditions

1. Usage rights for Updates are granted to the ordering party to the same extent as the usage rights for the respective Software Product to which the Update relates.

2. All Updates are delivered in written form via email or telecommunication. A copy of the Updates will be made available via my.ibeo-as.com.

3. Usage rights for Updates are not transferrable and also apply to respective third parties.

4. The remedying of defects of a Software Product may also be carried out by providing respective Updates which the ordering party itself has to download and install.

PART C – ADDITIONAL CONDITIONS FOR SOFTWARE SERVICES

I. Scope of application

These PART C – ADDITIONAL CONDITIONS FOR SOFTWARE SERVICES (“PART C”) apply in addition to PART A to contracts on the provision of Software Services provided by us (each a “Service Contract”). In case of any contradiction between a provision of this PART C and a provision of PART A, such provision of PART A shall prevail.

Scope of Software Services

1. Upon conclusion of a Service Contract, we will provide to the ordering party in relation to the Service Contract (relates each to a “Supported Software”) for the term of the Service Contract the following software services (“Software Services”):

   (i) Access to any Updates for the Supported Software released by us.

   (ii) Access to any program parts published by us which contain significant improvements (not only corrections of errors or defects of the Supported Software) and/or modifications of the basic characteristics and/or structure of the respective Supported Software, including for example the implementation of additional functions and/or functionalities (“Upgrades”). Usage rights for Upgrades and/or Corrections are granted to the ordering party to the same extent as the usage rights for the respective Supported Software to which the Upgrades/Corrections relates.

2. The Updates and Upgrades will be provided to the ordering party online as a download via my.ibeo-as.com. Download and installation of the updates and/or Upgrades will be carried out by the ordering party.

3. The Software Services always apply to the entire scope of the respective Supported Software (e. g. including any acquired Expansion Modules and all Single User Licenses), to the extent that we offer Software Services in this respect.

4. As a result of installing an Update and/or Upgrade, (i) hardware used for a Supported Software to which the Update relates may not fulfil the technical requirements to run the Supported Software anymore and therefore may have to be replaced and/or (ii) the ordering party may, in further to use the Supported Software, have to acquire and install a new version of a Third Party Software.

III. Fees/Payment Terms

1. The ordering party has to pay for the Software Services the agreed fee annually in advance.

2. To the extent the scope of the Supported Software is extended by an agreement between us and the ordering party, e. g. by acquiring new Expansion Modules or additional Single User Licenses, each an “Extension”) the following provisions apply:

   (i) The annual fee for the Service Contract will be increased pursuant to an individual agreement between the ordering party and us.

   (ii) In case of Extensions of the Supported Software during the initial term or during any Prolongation Term, the term of the Service Contract pursuant to PART C, Section IV.1. will recommence. In case no commencement date has been agreed in relation to the extended Service Contract, the Initial Term will begin on the day at which the ordering party has access to the Supported Software and to the respective Extension according to PART C, Section II.2.

IV. Specific Provisions on Software Products provided on a non-perpetual basis

1. Each Software Product is delivered to the ordering party in object code form within the purposes and for the term set forth in the respective non-perpetual Software Contract (each a “Software Rental Contract”). The right to use is limited to the number of working places and/or scanners on which the Software Product may be installed for the concurrent use of one (1) natural person (each a “Single User Licence”). The number of Single User Licenses will be set forth in the Software Rental Contract.

2. The ordering party may translate, modify, alter and/or decompile the Software Products only (i) in accordance with Sections 68a, 68f and 69e UrhG (German Copyright Act), or (ii) to the extent permitted by an applicable Open Source license.

3. The ordering party is entitled, for a period of one (1) year following the provision of the Software Products, to receive Support (a) to obtain free access to (and to download from the internet) parts published by us for the correction of errors or defects in the Software Products or for provision of minor modifications which do not change the basic characteristics and structure of the Software Products.

4. IV. Specific Provisions on Software Products provided on a non-perpetual basis applies accordingly.

V. Protection of Intellectual Property and Updates, Third Party Software

1. The Software Rental Contract sets forth the Initial term or during any Prolongation Term, the term of the Service Contract pursuant to PART C, Section IV.1. will recommence. In case no commencement date has been agreed in relation to the extended Service Contract, the Initial Term will begin on the day at which the ordering party has access to the Supported Software and to the respective Extension according to PART C, Section II.2.

2. To the extent the scope of the Supported Software is extended by an agreement between us and the ordering party, e. g. by acquiring new Expansion Modules or additional Single User Licenses, each an “Extension”) the following provisions apply:

   (i) The annual fee for the Service Contract will be increased pursuant to an individual agreement between the ordering party and us.

   (ii) In case of Extensions of the Supported Software during the initial term or during any Prolongation Term, the term of the Service Contract pursuant to PART C, Section IV.1. will recommence. In case no commencement date has been agreed in relation to the extended Service Contract, the Initial Term will begin on the day at which the ordering party has access to the Supported Software and to the respective Extension according to PART C, Section II.2.

3. The statutory rights of both parties to terminate any Service Contract for cause remain unaffected.

4. The statutory rights of either party to terminate the Service Contract (regardless whether for convenience or for cause) of a Service Contract has to be in written form.

October 2014