

GENERAL TERMS AND CONDITIONS OF SALE

G-LEC VISION GMBH

APPLICATION

1.

These "General Terms and Conditions of Sale" ("GTCS") apply to all contracts of sale of goods between G-LEC VISION GMBH ("G-LEC VISION") and the customer ("Customer"). No departure from the GTCS shall be binding on G-LEC VISION unless agreed in writing between G-LEC VISION and the Customer. G-LEC VISION and the Customer may also be referred to as "Party" or collectively as "Parties".

2.

G-LEC VISION is entitled to amend the GTCS at 30 calendar days' notice ("Amendment Notice") with effect for all goods delivered after the Amendment Notice. However, G-LEC VISION may change agreed payment terms and credit limits at any time for any reason without notice.

3.

Any terms or conditions contained in or delivered with the Customer's order or other document delivered or representation made or communication to G-LEC VISION shall not apply and the Customer waives any right which the Customer might have to rely on such terms or conditions.

QUOTATIONS, ORDERS AND ORDER ACKNOWLEDGEMENTS

4.

Only a quotation in writing by email from G-LEC VISION ("Quotation") is binding on G-LEC VISION. Quotations are open for acceptance in writing by email to G-LEC VISION by the Customer for 15 business days from the date of the Quotation unless otherwise stated in the Quotation.

5.

Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer shall bind G-LEC VISION, provided the order(s) or acceptance(s) of Quotation(s) was/were placed in writing by email to G-LEC VISION or, in case of acceptance(s) of Quotation(s), by return-email, and provided the order(s) or acceptance(s) of Quotation(s) was/were confirmed in writing by G-LEC VISION within 15 business days from the date of receipt by G-LEC VISION of the order(s) or acceptance(s) of Quotation(s) ("Order Acknowledgement").

6.

If the terms and conditions related to delivery time, quantity, price, payment terms, delivery clause, delivery by installments or other matters stated in G-LEC VISION's Order Acknowledgement vary from the Customer's order(s) or acceptance(s) of Quotation(s) and the Customer wants to reject these variations, the Customer must notify G-LEC VISION in writing by email to that effect within 5 business days of the date of receipt of the Order Acknowledgement, but in any case prior to the delivery time as stated in the Order Acknowledgement, failing which the Customer shall be deemed to have accepted the terms and conditions set out in the Order Acknowledgement, which shall constitute a binding commitment between the Parties.

DELIVERY. TRANSFER OF RISKS

7.

Absent any delivery clause in the Order Acknowledgement to the contrary, delivery shall be deemed to have occurred Ex Works (Incoterms 2000) G-LEC VISION's warehouse. The Customer shall be ready for and accept delivery at the delivery date stated in the Order Acknowledgement or other communication from G-LEC VISION, failing which delivery is deemed to have occurred at the delivery date, stated in the Order Acknowledgement or other communication ("Customer Delayed Delivery"). In case of Customer Delayed Delivery the Customer is liable for payment, if applicable, of rent for the goods at G-LEC VISION's warehouse and of any other costs or expense, incurred by G-LEC VISION, due to Customer Delayed Delivery, and G-LEC VISION reserves the right to sell the goods to a third party and claim damages for loss of profit and any costs in that respect.

8.

Notwithstanding any agreed delivery clause, G-LEC VISION shall be free to select the carrier and mode of transportation.

9.

If the goods are transported from G-LEC VISION's warehouse by or on behalf of G-LEC VISION, the Customer must, when the goods arrive at the destination, in order to get the goods released by the carrier sign the accompanying delivery note. If any goods are visibly damaged, the Customer must give details thereof on the delivery note and must file a claim with the carrier and with G-LEC VISION in writing via email to G-LEC VISION's Customer Management department within 24 hours, failing which the Customer shall be deemed to have waived any rights which the Customer might have in respect of the damaged goods.

10.

The Customer must thoroughly examine all goods immediately upon delivery for the purpose of ascertaining whether the goods are defect or inconsistent with the data in the Order Acknowledgement (the "Examination"). The Customer shall be deemed to have accepted the goods in respect of inconsistency with the data in the Order Acknowledgement, which the Customer discovered or ought to have discovered during the Examination, if the Customer has not notified G-LEC VISION to the contrary in writing via email within 5 business days after the delivery time as stated in the Order Acknowledgement.

DELIVERY DELAY

11.

Should G-LEC VISION not be able to deliver by the delivery time as stated in the Order Acknowledgement or other communication from G-LEC VISION, G-LEC VISION shall as soon as possible notify the Customer to that effect and at the same time state when delivery is expected to take place. If delivery is expected to take place more than, or has not taken place within, 14 business days after the delivery time as stated in the Order Acknowledgement, and the delay is caused by circumstances for which G-LEC VISION is responsible, the Customer shall be entitled to reject the goods by notifying G-LEC VISION to that effect in writing via email within 3 business days after receipt of G-LEC VISION's notification or the expiration of the 14 business days, whichever comes first, failing which notification by the Customer, the Customer shall be deemed to have waived the right to reject the goods. Except as stated in this Clause 11, the Customer is not entitled to raise any other claims in the event of delayed delivery, whether claims for damages based on negligent acts/omissions or otherwise.

WARRANTY. PRODUCT LIABILITY

12.

Subject to the conditions of Clauses 13-19, G-LEC VISION warrants that finished goods will be free from defects in materials and workmanship under normal use of the goods in the industry for a period of 24 months from the delivery time as stated in the Order Acknowledgement and that spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery time as stated in the Order Acknowledgement.

13.

Any warranty claim by Customer based on any defect in finished goods or spare parts, which defect the Customer discovered or ought to have discovered during the Examination, shall be notified in writing via email to G-LEC VISION's Technical Support and Service department within 10 business days after the delivery time as stated in the Order Acknowledgement or, where the defect could not reasonably have been discovered during the Examination or where the defect arises after the delivery of the goods or spare parts but within the warranty term stated in clause 12, within 7 business days after manifestation of the defect, failing which Customer shall be deemed to have accepted the finished goods or spare parts as non-defective. Warranty claims notified by Customer to G-LEC VISION after the expiration of the warranty term stated in Clause 12 are not accepted.

14.

Where any valid warranty claim is notified to G-LEC VISION in accordance with the terms of Clause 13 and approved by G-LEC VISION's Technical Support and Service department in writing (which approval shall not be unreasonably withheld), G-LEC VISION shall fulfill its warranty obligations as follows: (i) If Customer can be reasonably expected to be able to repair the defect, if necessary with support from G-LEC VISION's Technical Support and Service department, G-LEC VISION may fulfill its warranty obligations by sending the necessary replacement parts to Customer free of charge; (ii) If Customer cannot be reasonably expected to be able to repair the defect, G-LEC VISION shall repair or replace the defective finished goods or spare parts, subject to the Customer assigning to G-LEC VISION all property rights to such finished goods or spare parts; replacement goods or spare parts will be new, equivalent to new or reconditioned; or (iii) If none of the foregoing remedies are commercially viable in G-LEC VISION's sole judgment, G-LEC VISION may opt instead to refund to Customer the net purchase price paid by Customer for the defective finished goods or spare parts less reasonable depreciation of the value due to use or age, subject to the Customer assigning to G-LEC VISION all property rights to such finished goods or spare parts. The Customer shall, within 10 business days of the defective finished goods or spare part being replaced, enquire at G-LEC VISION's Technical Support and Service department, if the Customer shall return to G-LEC VISION replaced defective finished goods or spare parts or destroy same and may not return such finished goods or spare parts to G-LEC VISION, unless G-LEC VISION's Technical Support and Service department has authorized the return in writing. G-LEC VISION shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in G-LEC VISION's reasonable judgment and Customer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing. Repair or replacement under the warranties contained herein does not interrupt or extend the warranty term stated in Clause 12.

15.

The warranties contained herein shall not extend to any finished goods or spare parts from which any serial number has been removed or which have been damaged or rendered defective (a) as a result of normal wear and tear, wilful or accidental damage, negligence, misuse or abuse; (b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes; (c) by operation outside the specifications contained in the user documentation; (d) by the use of spare parts not manufactured or sold by G-LEC VISION or by the connection or integration of other equipment or software not approved by G-LEC VISION; (e) by modification, repair or service by anyone other than G-LEC VISION, who has not applied for and been approved by G-LEC VISION to do such modification, repair or service; (f) due to procedures, deviating from procedures specified by G-LEC VISION; or (g) due to failure to store, install, test, commission, maintain, operate or use finished goods and spare parts in a safe and reasonable manner and in accordance with G-LEC VISION's instructions.

16.

None of the warranties contained herein shall apply to finished goods or spare parts which are sold "as is", as "second-hand", as used", as "demo" or under similar qualifications or to Consumables as defined in this Clause 16. "Consumables" is defined as any part(s) of goods or part(s) for use with goods, which part(s) of goods or part(s) for use with goods are consumed during the operation of the goods and which part(s) of goods or part(s) for use with goods require replacement from time to time by a user such as, but not limited to, light bulbs and smoke fluid. G-LEC VISION will provide information on Consumables when requested to do so by Customer.

17.

None of the warranties contained herein shall apply, unless the total purchase price for the defective finished goods or spare parts has been paid by the due date for payment.

18.

Customer shall have no other remedies in connection with defective finished goods or spare parts than the rights granted pursuant to Clauses 12-19. Except as set forth in the express warranties contained herein, G-LEC VISION makes no conditions, warranties, representations, express or implied, in fact or in law, including, but not limited to, any warranties of satisfactory quality, merchantability or fitness for a particular purpose or any warranties arising out of usage or trade, all of which are expressly excluded to the fullest extent permissible by applicable law.

19.

The warranties contained herein apply only to the original purchaser and are not assignable or transferable to any subsequent purchaser or end-user.

20.

To the extent not contrary to applicable mandatory legislation, G-LEC VISION shall only be liable for damage to property and for personal injuries caused as a consequence of defects in the finished goods or spare parts delivered (product liability) to the extent that it is documented that such defect arose due to G-LEC VISION's negligent errors or omissions that could not have been prevented by the Examination or other examination by the Customer.

RETURN OF GOODS. CANCELLATION OF ORDERS

21.

Goods may not be returned to G-LEC VISION, unless G-LEC VISION has authorized the return in writing. Where G-LEC VISION has authorized the return of goods, the Customer shall follow the guidelines for returns issued by G-LEC VISION from time to time.

22.

Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer are binding on the Customer and cannot be cancelled by the Customer unless G-LEC VISION agrees. G-LEC VISION therefore retains the right to charge the Customer in full for any and all order(s) placed and for any and all acceptance(s) of Quotation(s).

PRICE

23.

Unless otherwise stated in G-LEC VISION's Order Acknowledgement, all purchase prices exclude any sales, use, excise, value added or other taxes or duties imposed by any governmental or municipal authority. The rate of any taxes or duties will be that applying at the time of invoicing. PAYMENT. PAYMENT DELAY

24.

The purchase price as specified in G-LEC VISION's Order Acknowledgement is payable according to the payment terms specified in the Order Acknowledgement. In the absence of payment terms in the Order Acknowledgement, delivery will only take place against simultaneous cash payment of the purchase price.

25.

G-LEC VISION does not commit itself to send statements of account, but normally does so regularly. In the event that G-LEC VISION does not within 30 calendar days of the date of a statement of account receive an objection in writing

against its balance, the statement of account shall be deemed to be conclusive evidence of the Customers acceptance of the statement of account.

26.

In the event that the Customer should remain in arrears with payments to G-LEC VISION for any reason for 10 business days or more, G-LEC VISION shall be entitled to:

a)

Terminate the Order Acknowledgement and/or any other contracts of sale and demand immediate return of all unpaid goods, delivered to the Customer, at the Customer's expense;

b)

Suspend delivery of the Order Acknowledgement and/or any other contracts of sale for future delivery;

c)

Keep any Customer property in G-LEC VISION's possession as a lien;

d)

Claim interest at the rate of 2 % per month or any part thereof, as from the due date and until payment is made;

e)

Sell the goods to a third party and claim from the Customer damages for any loss suffered. At the request of Customer, G-LEC VISION shall in writing inform the Customer of its decision to assert any of the above rights, but shall not be required to give any notice.

27.

G-LEC VISION may use all monies received from the Customer towards payment of any part of any debt owing by the Customer at G-LEC VISION's sole discretion irrespective of any instructions to the contrary by the Customer.

RETENTION OF TITLE

28.

Notwithstanding delivery and the passing of risk in the goods, the subject of the GTCS, the property rights in the said goods shall not pass to the Customer until G-LEC VISION has received in cash or cleared funds payment in full of the purchase price of the said goods and all other goods agreed to be sold by G-LEC VISION to the Customer for which payment is then due.

29.

Until such time as the property rights in the said goods passes to the Customer, the Customer shall hold the said goods as G-LEC VISION's fiduciary agent and bailee and shall keep the said goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as G-LEC VISION's property, but the Customer may sell or use the goods in the ordinary course of its business.

30.

Until such time as the property rights in the said goods passes to the Customer (and provided the said goods are still in existence and have not been resold) G-LEC VISION may at any time require the Customer to deliver up the said goods to G-LEC VISION and if the Customer fails to do so forthwith enter on any premises of the Customer or any third party where the said goods are stored and re-possess the said goods, the subject of the GTCS.

31.

The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the said goods, the subject of the GTCS, which remain the property of G-LEC VISION, but if the Customer does so, all monies owing by the Customer to G-LEC VISION shall (without limiting any other rights or remedy of G-LEC VISION) forthwith become due and payable.

INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

32.

To the best of G-LEC VISION's knowledge, goods delivered by G-LEC VISION to the Customer do not infringe any third party intellectual property rights. However, G-LEC VISION does not make any warranty to that effect. Moreover, G-LEC VISION shall have no liability for any claim of infringement, which is based on marketing, distribution or use of the goods other than as authorized by G-LEC VISION and in a manner for which they were designed. In the event that goods or any part(s) thereof are held by a court of competent jurisdiction, not subject to appeal, to infringe a third party's intellectual property right, proprietary right or contractual right, G-LEC VISION shall in its sole discretion (a) procure for the Customer and the Customers' customers the right to continue to use the goods; (b) replace the goods with non-infringing goods, subject to the Customer assigning all property rights to such goods to G-LEC VISION; (c) modify the goods, or, where modification does not require any special knowledge, provide the Customer with parts enabling him to modify the goods at his own expense, to avoid infringement; or

(d) recall the goods. If G-LEC VISION decides to recall the goods, G-LEC VISION shall, if the goods were delivered to the Customer within the immediately preceding two year period, refund the purchase price for the goods to the Customer less a reasonable depreciation due to age, use, and condition, subject to the Customer assigning all property rights to such goods to G-LEC VISION. If the goods were delivered to the Customer before the immediately preceding two year period, G-LEC VISION shall not be obligated to make any refund.

33.

The above constitutes G-LEC VISION's maximum liability in respect of Clause 32 herein, and the Customer shall limit his liability towards his customers accordingly.

LIMITATION OF LIABILITY

34.

In no event shall G-LEC VISION be liable in tort, contract or otherwise (including negligence) to compensate the Customer for any business interruption, loss of (anticipated) profits, revenue, business, contracts or (anticipated) savings, costs of procurement of substitute goods or services or any special, indirect or consequential loss or any punitive damages.

35.

G-LEC VISION's total liability under any cause of action shall not exceed the amounts received by G-LEC VISION from the Customer pursuant to the Order Acknowledgement giving rise to the liability. However, in regard specifically to G-LEC VISION's total liability for damages caused by defects in the goods delivered (Product Liability), such liability shall in no event -regardless of whether such damages are arising in contract, tort, negligence or otherwise -exceed EUR 0.5 million per damage/year and EUR 1 million in aggregate for all damages/years.

36.

In the event that G-LEC VISION incurs liability towards a third party with respect to goods delivered or services provided to the Customer, including in respect of product liability and intellectual property rights infringement, the Customer is obliged to indemnify G-LEC VISION to the extent that G-LEC VISION's liability is limited under the provisions stipulated above.

GENERAL

37.

The GTCS and all contracts of sale of goods, including but not limited to, any and all Order Acknowledgement, between G-LEC VISION and the Customer shall be exclusively governed by and construed in accordance with the laws of Germany without application of that country's conflict of law principles (no renvoi). The Parties submit to the exclusive jurisdiction of German courts except that G-LEC VISION -at its sole discretion -shall be entitled alternatively to institute legal proceedings against the Customer at courts having jurisdiction over the Customer's domicile. If a third party files a claim against one of the Parties for damages on product liability or intellectual property rights infringements, this Party shall immediately inform the other Party thereof. The Parties are mutually obliged to let themselves be summoned to appear before a court of justice/arbitration that hears such claim for damages. The mutual relationship between G-LEC VISION and the Customer shall however be resolved in accordance with the provisions of this Clause.

38.

The invalidity, unenforceability or illegality of any term, condition or stipulation in the GTCS shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of the GTCS.

39.

Except as provided herein, any required or permitted notices hereunder must be given in writing at the registered address of each Party, or to such other address as either Party may notify to the other Party by written notice in the manner contemplated herein, by one of the following methods: hand delivery, registered mail, or facsimile.

40.

Non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, lock-out, fire, severe weather, flood, earthquake, terrorism, war, acts of God, governmental acts, failure of suppliers or carriers for any reason or any other reasons beyond the reasonable control of the non-performing party.

WEEE

41.

With reference to Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment (WEEE) and any applicable amendments thereto or substitutions thereof, all Customers who purchase electrical and electronic equipment from G-LEC VISION for distribution within the European Union are responsible for providing means of waste disposal and scrapping of such equipment in accordance with applicable national law.