

General Terms and Conditions

12 / 2015

1. Scope

- 1.1 Application. The sale of PLISCH products and services shall be subject to the Terms and Conditions set forth herein to the extent that no other agreements have been explicitly made. As far as the customer's general terms and conditions are inconsistent with ours, their application shall be subject to our explicit written approval.
- 1.2 PLISCH-The Transmitter Company Worldwide. PLISCH shall retain the right to assign the rights and obligations under this Agreement, at any time, in full or in part, to any company within PLISCH-The Transmitter Company Worldwide.

2. Prices

- 2.1 Fixed Price. The prices quoted in the order confirmation or bid for tender shall solely apply. Additional services will be invoiced separately.

Unless expressly stated otherwise, prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law.
- 2.2 Incoterms. Unless expressly stated otherwise, all prices are quoted EXW Viernheim using this Agreement (Incoterms 2010). The Customer shall bear all additional freight costs, public fees, and duties.
- 2.3 Packing. PLISCH shall pay all costs associated with packing an order and will pack our products in accordance with customary and suitable international standard methods and procedures for transportation during long-distance sea, air, and land transportation.

3. Orders

- 3.1 Offers. All offers or bids for tender will only be guaranteed for six (6) months unless specifically agreed otherwise in writing by PLISCH.
- 3.2 Purchase Order and Confirmation. Customer shall send a Purchase Order in writing, by either email or fax, to PLISCH to purchase the Products. If accepted, PLISCH shall deliver to Customer a signed acceptance of the Purchase Order, within ten (10) working days from the date of receipt of the Purchase Order.

4. Delivery

- 4.1 Incoterms. Unless expressly stated otherwise, delivery shall be EXW Viernheim under this Agreement (Incoterms 2010).
- 4.2 Shipping Instructions. PLISCH shall ship all orders strictly in accordance with the shipping instructions provided by Customers when available.

PLISCH reserves the right to deliver an order using our own delivery organization.

- 4.3 Documentation. PLISCH shall prepare all usual and customary shipping documents.
- 4.4 Partial Shipments. Unless expressly stated otherwise, PLISCH may make partial shipments on orders. Each shipment shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
- 4.5 Standard Delivery Schedule. After receiving a purchase order, PLISCH's standard delivery schedule for transmitters and related products that are 500 W or less is two (2) months EXW Viernheim. PLISCH's standard delivery schedule for transmitters and products that are 500 W or more is typically three (3) months. However, the delivery schedule of all products and parts will only be guaranteed if stated in the order confirmation.
- 4.6 Factory Inspection. Prior to each shipment, our Products are tested and inspected by PLISCH at PLISCH manufacturing factory at its own expense for the purpose of confirming that our Products are strictly in accordance with PLISCH specifications.

5. Payment

- 5.1 Payment Terms. Unless expressly stated otherwise, payment shall be paid 30 days after written acceptance of the Purchase Order.
- 5.2 Currency. Unless expressly agreed otherwise, all prices provided by PLISCH are in EUROS and shall be paid to PLISCH only in EUROS.
- 5.3 Delinquencies. If payment becomes delinquent, PLISCH may cancel any accepted orders, refuse orders, or delay shipment of orders.

PLISCH reserves the right to charge a late fee for any failure to make payment in accordance with the laws of this Agreement. Additionally, PLISCH reserves the right to request payment in advance in the event that a late fee becomes payable, whether or not collected.

6. Risk and Title

- 6.1 Products. Title to, risk of loss, and damage to, orders purchased hereunder shall pass from PLISCH to Customer at the point of delivery EXW Viernheim.
- 6.2 Software. Software, including software products, updates, and software incorporated within products shall fully remain the property of PLISCH. Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation or updates, for no other purpose than that of operating the product for which

the software is intended. PLISCH permits reproduction only for use with equipment for which the software was originally acquired and prohibits disassembly, de-compilation, and reverse engineering.

7. Warranty Terms and Conditions

7.1 Standard Limited Warranty. PLISCH warrants that our products shall be free from material defect during the warranty period. Unless otherwise specified, the warranty period for our products shall be twenty-four (24) months from the date of shipment. In case of defect in our products during the warranty period, PLISCH, at its option, will either repair the defective product without charge for parts and labor at its factory, or provide a replacement in exchange for the defective products or parts.

7.2 Warranty Claims. In order to obtain service under this warranty, Customer must notify PLISCH of the defect before the expiration of the warranty period in writing. Warranty claims are subject to the presentation of the original sales invoice together with the defective product within the warranty period; inspection to PLISCH satisfaction that the defect arose from defects from workmanship or materials during the warranty period; and none of the exclusions below apply. Customer shall be responsible for packaging and shipping the defective product to PLISCH facilities, with shipping charges prepaid. PLISCH shall be responsible for the return shipment of the repaired product to the designated place in accordance with customer instructions. The repaired product will be guaranteed for the remaining period of the original warranty period specified above or ninety (90) days after repair or replacement, whichever is longer.

7.3 Exclusions. This warranty shall not apply to the following: any defect, failure or damage caused by improper or inadequate installation, use, maintenance, or care; acts of God or reasons beyond PLISCH control; connection to improper power supply; use of the products in conjunction with incompatible third party accessories or products; any product where the manufacturer serial number has been altered, deleted, removed, or made illegible; equipment that has been adjusted or altered without PLISCH written consent; or normal wear and tear of the products. Plisch will not reimburse expenses for services performed on defective products under said warranty by anyone other than a PLISCH representative.

7.4 Limitation of Warranty. THIS WARRANTY IS GIVEN BY PLISCH WITH RESPECT TO PRODUCTS PURCHASED UNDER THIS AGREEMENT IN LIEU OF ANY OTHER WARRANTIES; EXPRESS OR IMPLIED. PLISCH AND ITS VENDORS DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PLISCH'S RESPONSIBILITY TO REPAIR OR REPLACE DEFECTIVE PRODUCTS IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE END CUSTOMER FOR BREACH OF THIS WARRANTY.

8. Intellectual Property Rights

PLISCH trade names, trademarks, and copyrights belong solely to PLISCH. Customer agrees to not remove any

trade names or trademarks of PLISCH from any product, software, or documentation under this Agreement.

9. Export and Import Laws, Environmental Protection, and Disposal

9.1 Export and Import Laws. Customer declares with its order that all export and import control regulations of the Federal Republic of Germany, European Union and any other applicable governing body shall be in compliance and that there will be no infringement of an embargo imposed by the European Union and/or by the United Nations. Customer further declares that the products, software, and services will not be used in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization and will only be used in a peaceful manner.

Customer shall indemnify and hold PLISCH harmless from and against any claim, proceeding, action, fine, loss, costs and damages arising out of or relating to any noncompliance with this clause, and Customer shall compensate PLISCH for all losses and expenses resulting thereof.

9.2 Environmental Protection. Customer declares that the order of any PLISCH products or software will be used in compliance with all environmental laws and regulations and in accordance with the standards set out in the corresponding product user manual.

9.3 Disposal. Customer shall be responsible for the environmentally sound and proper disposal of the delivered products at the end of use and any waste generated by the products in accordance with any and all applicable laws, regulations, and policies. Customer shall indemnify and hold Plisch and its third party participants harmless for failure to comply with any such applicable legal obligations and requirements, as well as from any claims of third parties connected therewith.

10. Confidentiality

Unless expressly stated in writing, all information provided to us in connection with orders will not be regarded as confidential, unless the confidential nature is obvious. Personal data in relation to any orders may be stored by PLISCH and may be transferred to companies associated with us within PLISCH-The Transmitter Company Worldwide.

11. Dispute Resolution, Governing Law and Jurisdiction

11.1 Settlement Period. In case of dispute between the Parties regarding this Agreement, the Parties agree in good faith to negotiate a possible settlement of the dispute within sixty (60) business days following notice of the dispute.

11.2 Arbitration. If the Parties are unable to reach a settlement within said time period, the Parties agree to submit any dispute of this Agreement to final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said rules. The place of the arbitration will be Viernheim, Germany. The proceedings will be conducted in German or English. The Parties undertake to fulfill the

arbitral judgment. The proceedings shall be confidential. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 11.3 Governing Law and Jurisdiction. All issues regarding the performance, validity, interpretation, and compliance with the present Agreement, as well as the rights and responsibilities of the Parties hereto, shall be governed by the laws of Germany without regard to conflict of law principles.

12. Force Majeure

Neither party hereto shall be liable for the failure to perform any of its obligations under this Agreement, with the exception of Customer's payment obligations, if such failure is caused by the occurrence of any event beyond the reasonable control such party, including but not limited to major industrial disputes, war, mobilization, requisitions, currency restrictions, rebellions, riots, and acts of God.

13. Miscellaneous

- 13.1 Headings. The headings in this Agreement are for convenience only and are not intended to have any legal effect.

- 13.2 Non-Waiver of Rights. If a Party fails to enforce or delays in enforcing an obligation of the other party, or fails to exercise or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

- 13.3 Invalid Provisions: Should any provision of this Agreement be found invalid, this shall not affect the validity of the Agreement as a whole. In such event, the invalid provision shall be replaced by a valid provision which in its economic effect becomes as close as legally permissible to that of the invalid provision.

- 13.4 Assignment. No Party shall assign or otherwise transfer this Agreement or any of the rights and obligations therein, whether in whole or in part, to a third Party without the prior written consent of the other Party, except as stated otherwise in this Agreement.