

1. OFFERS, CONFIRMATION OF ORDER AND DESCRIPTION OF PRODUCTS

1.1. Deliveries, services and offers made by emma technologies GmbH (hereinafter referred to as "emma") are exclusively subject to these terms and conditions unless both parties expressly agree upon other terms in writing. Customer terms and conditions are hereby rejected. They shall not, fully or partially, form an integral part of a Contract entered into unless otherwise explicitly agreed upon by and between the parties in writing.

1.2. A binding agreement on the sale of products and/or services shall be constituted by either entering into a respective written bilateral contract by and between the parties or by a purchase order placed by the Customer with emma and emma accepting such purchase order in writing (herein referred to as "Contract"). A delivery in fact of products ordered or the performance of services requested shall substitute and imply the aforementioned written acceptance. In both cases, the rights and obligations defining the Contract shall be solely governed by the terms and conditions as outlined in this document. Where emma and the Customer have agreed on an advance payment, the Contract shall become effective upon emma receiving the agreed advance amount.

1.3. Descriptions and information in product catalogues, technical specifications and pricelists shall only be binding in cases where those explicitly form an integral part of a Contract entered into with the Customer as defined herein or where these terms and conditions expressly refer thereto. Such descriptions shall not be interpreted to form a guarantee unless expressly stated otherwise.

1.4. Delivery of software and services rendered with respect to software products shall be performed by emma in accordance with the following additional special provisions:

1.4.1 The product specification shall form the basis for the delivery and the services to be performed by emma. Such product specification shall be signed by both parties, namely by emma's client (hereinafter referred to as "Customer") and emma itself. By not signing the product specification emma's respective software specification shall be deemed agreed.

2. PRICES

2.1. Unless otherwise agreed upon, all prices shall be net in € (EUR), for deliveries quoted ex works Kiel (EXW) as per INCOTERMS® 2010, as defined by the International Chamber of Commerce from time to time (herein referred to as "INCOTERMS"), and do not include any value added tax, packing, shipping, installation of the product or other extra expenses such as any form of import charges, fees or duties.

2.2. Any offer submitted by emma to the Customer is valid for thirty (30) days as of receipt of said offer by the Customer. emma reserves the right to change any offer submitted within the aforementioned 30-day period in cases where elements of the offer are subject to unexpected essential change and/or deviation of which emma was not aware of and which could not have been reasonably expected and foreseen by emma.

2.3. Unless explicitly priced in, all prices offered by emma are subject to an annual escalation at a rate of three (3) % per year for any deliveries made being subject to a turn of the year. The annual price escalation shall therefore first be applied for deliveries being made after December 31 of the year in which the Contract enters into effect.

3. PAYMENT, DOWN PAYMENT, DEFAULT OF PAYMENT

3.1. Customer shall pay the contractual price within thirty (30) days of receipt of an invoice without deduction, provided that no other payment term has been agreed upon in writing.

3.2. emma shall have the right to request payment via letter of credit.

3.3. Unless otherwise agreed upon in writing, the Customer shall pay a down payment of thirty (30) % calculated on the agreed price. Such down payment shall be immediately due and must be paid immediately after the Contract becoming effective.

3.4. emma shall have the right to demand additional security such as, but not limited to, full payment in advance, cash on demand (C.O.D.), letter of credit or a bank guarantee if circumstances, such as, but not limited to, suspension of payment, refusal of cashing a cheque or being in default of balancing not only minor payment obligations, become apparent that give reason to assume that the Customer is not or will

not be credit-worthy.

3.5. In case of a delay of payment, emma's right to claim overdue interest is subject to Section 288 paragraph 2 of the German Civil Code (Bürgerliches Gesetzbuch).

4. DELIVERY, FORCE MAJEUR, DEFAULT OF DELIVERY AND PART DELIVERY

4.1. The standard delivery time is thirty (30) days in minimum. However, delivery dates and delivery times have to be agreed upon in writing at all times to become binding. If Customer and emma have not agreed upon a binding delivery date, delay shall only be constituted after expiry of the aforementioned 30-day period and only after expiry of an additional reasonable grace period for delivery of at least another 30 days granted to emma without the delivery in question being conducted.

4.2. Delivery dates shall be conditional to clarification of all technical, commercial and legal aspects of delivery and performance of work as well as to the Customer having provided in time all required documents on his part (e.g. installation plans, licenses, end-user certificates, permits (specially import licenses)) as well as all payments due (incl. down payments, opening of a letter of credit or providing a bank guarantee).

4.3. Either party shall be entitled to suspend the performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonable onerous by Force Majeure or similar circumstances beyond control of the parties. Force Majeure shall include, but not be limited to, strike, fire, earthquake, storm rebellion, war (whether declared or not), seizure, embargos and further export restrictions, unforeseeable acts or omissions of authorities and other unforeseeable circumstances being out of emma's reasonable control or delays of delivery by subcontractors caused by any such circumstances referred to in this clause. Either party shall be entitled to withdraw from the Contract by notice in writing to the other party if performance of the Contract is suspended for more than nine (9) months because of any such circumstances. In any such case no party to this Contract shall be entitled to any form of compensation and/or damages towards the other party because of any such withdrawal.

4.4. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the formation and on the cessation of such circumstances. Customer shall compensate emma for expenses incurred in securing and protecting the product, if Force Majeure prevents Customer from fulfilling his obligations.

4.5. In order to facilitate the traffic of goods with traders emma is entitled to make partial deliveries or performances.

5. PLACE OF PERFORMANCE, ACCEPTANCE TESTS, PASSAGE OF RISK

5.1. Place of performance for delivery and services of emma is the place of manufacturing, hence ex works (EXW) as per INCOTERMS® 2010, Felmer Straße 4b in 24251 Osdorf/Kiel, Germany, unless otherwise agreed upon in writing. In case of consultancy services provided the place of performance shall be emma's seat of business unless otherwise agreed upon in writing. In case of representative services the place of performance shall be the territory to be served by emma and agreed on between the parties.

5.2. Where acceptance tests are necessary but not provided for in the Contract, such tests shall be carried out at the place of manufacture during normal working hours. The tests shall be carried out in accordance with the general standards applying in the respective German branch of industry. New tests can only be requested by Customer in case of substantial defects.

5.3. emma is entitled to refuse further performance of the Contract and to claim damages if Customer refuses to accept the products delivered although the products are ready for acceptance and do not show any defect or if the Customer terminates the Contract before delivery for reasons solely attributable to his sphere and risk. In cases where Customer refuses to accept the products or services delivered without reason, emma shall be entitled without further proof necessary to claim damages at a minimum of fifty (50) % of the amount to be invoiced for the non-accepted products or services including costs for shipping and packing for any actions required and to be taken by emma to cause rightful acceptance. In cases where the Customer terminates the Contract for reasons solely attributable to his sphere and risk, emma shall be entitled to full compensation less what emma has saved due to said termination. emma reserves the right to prove and to claim higher damages (e.g. deliveries or performances which cannot be

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commercialized again). Customer shall have the right to prove lower damages and to reduce the aforementioned claim thereby.

6. RETENTION OF TITLE

6.1. Unless otherwise agreed upon, emma shall be granted the following securities until Customer has fully satisfied all obligations for any reason now and in future, including all claims for balances based on current accounts:

6.1.1. emma retains full title of all products until payment is fully made. Combination, processing and intermixture are always carried out for emma as the producer, but without constituting any obligation on emma's side. In case emma loses title because of intermixture the joint title (co-ownership) to the resulting item so constituted shall automatically be transferred to emma corresponding to the ratio of the invoiced value of the product to the invoiced value of the resulting item. Customer shall possess the product to which emma has co-ownership as bailee for emma free of charge.

6.1.2. Customer is only authorized to process and sell such products being subject to retention of title in the ordinary conduct of business as long as he is not in default with any payment. Customer is not authorized to pledge such products or transfer them by way of security.

6.1.3. Customer hereby completely assigns in advance his claims resulting out of any sale of any such product being subject to retention of title or arising out of any other reason (e.g. insurance, tort), including all claims for balances based on current accounts, to emma. emma hereby revocably authorizes Customer to collect such assigned claims on behalf of emma but in his name. This authorization can be withdrawn if Customer does not meet his payment obligations.

6.1.4. In case the Customer sells any product being subject to retention of title together with other products, it is hereby agreed that the assignment shall only comprise the part of the total claim which corresponds to the value of such product being subject to retention of title plus 20% thereof.

6.2. Customer shall immediately inform emma of any third party claim, title or other right with respect to a product being subject to retention of title, especially in case of seizure. He shall also inform such

third party that emma holds title of the respective product. If such third party is not able to compensate emma for the costs arising out of litigation to defend emma's title, whether inside or outside court, Customer shall be liable for all such costs.

6.3. If the value of the security granted exceeds the total amount of emma's claims by more than 20%, then upon Customer's request emma reduces the security accordingly. This shall not apply if the partial reduction of security will eventually result in giving up the security entirely.

6.4. In any case of breach of Contract by the Customer, especially delay of payment, emma is entitled to request return of any product being subject to retention of title or, should the occasion arise, request transfer of rights to redemption which Customer respectively holds against any third party. Any execution of the aforementioned rights in this paragraph shall not mean the rescission of Contract.

7. LIABILITY FOR MATERIAL DEFECTS

emma shall be liable for material defects (Sachmängelhaftung / Gewährleistung). Said obligation is hereby referred to as "Warranty".

7.1. [TERM]

7.1.1. The Warranty granted by emma for any products and/or services delivered by emma shall be subject to applicable German statutory provisions, however, limited to twelve (12) months as of delivery or acceptance, whichever applies according to German law.

7.1.2. The period of Warranty for spare and single parts (except consumption material) is limited to twelve (12) months beginning with the delivery ex works (EXW) as per INCOTERMS® 2010. emma does not grant a separate Warranty for systems delivered in single components that have not been installed by emma or for used systems.

7.1.3. Repairs and replacements are covered by the same Warranty as the originally delivered product up to the end of the Warranty period applying to the original product but at least for twelve (12) months. 7.1.4. The obligations defined hereby shall not be deemed a separate guarantee (Garantie). In cases where the product and/or service sold by emma shall meet certain specifications and/or criteria, those shall not per se be considered an

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assured feature (zugesicherte Eigenschaft). Those shall only constitute a guarantee, if emma has explicitly agreed in writing that it shall be separately liable for those specifications and/or criteria. Lacking such an agreement, any such specification and/or criteria missing shall solely be subject to the Warranty as defined above.

7.2. [LIMITATIONS AND EXCLUSIONS]

7.2.1. This Warranty shall not apply if instructions to run or maintain the products or systems were not obeyed, the products were modified, the installation was incorrect or the products and systems were operated, treated or used inadequately, heavily strained or parts were exchanged or consumable parts, which do not correspond with the specifications applying to the original parts, were used.

7.2.2. This Warranty shall not apply to normal wear and tear.

7.2.3. If the product is produced by a producer other than emma Customer shall first claim his rights against such producer out of court. Any claim that emma holds against such producer shall be assigned to the Customer, if so required. Customer hereby already accepts such assignation offer. If Customer is unable to assert his Warranty claims against the supplier out of court, the subsidiary Warranty by emma shall remain unaffected.

7.2.4. If Customer wishes that a repair shall be carried out at another location than the place of performance, emma may undertake such repair. Replaced parts and the usual time spent (standard time, no overtime) with repair shall not be billed in such case. However, Customer shall compensate emma for transportation and travel, accommodation, travel allowance, possible overtime surcharges at emma standard rates applying at that time. Those can at any time be obtained from emma upon request. Replaced parts shall remain emma's property. The security interests as stipulated under clause 6 of these terms shall prevail with respect to such replaced parts and in favour of the additional costs mentioned in this paragraph and other claims already existing.

7.2.5. In case of a legitimate Warranty claim emma may at its choice either repair the product or replace it by a new one ("Nacherfüllung"). In case emma fails to repair or replace a defective product within three remedy attempts or within an adequate period of grace granted by Customer, Customer may request

damages in lieu of performance for non-performance, reduction of price of the defective product or withdrawal from the Contract. In case of only minor defects the Customer shall not have the right to have the defective product replaced ("Nacherfüllung"), to withdraw from the Contract or to ask for damages in lieu of performance for nonperformance.

7.2.6. emma is entitled to refuse repairs, if such repairs would constitute disproportional expenses.

7.2.7. Unless subject to indispensable legal provisions, emma hereby excludes its liability for, but not limited to, standstill of production, loss of profit or non usage, docking costs, or any other economic or indirect.

7.3. [DUTY OF COOPERATION]

7.3.1. Any obvious defect shall be notified immediately at least within eight (8) days after delivery or performance.

7.3.2. The Customer, if possible, shall describe the defect so that emma can take the necessary measures to remedy the defect.

7.3.3. Customer shall give emma the time and opportunity required for repair and replacement as well as auxiliary personnel free of charge.

7.3.4. Customer is only entitled to repair defects by himself or by third parties in case of an imminent safety hazard or in order to prevent disproportionately large damages. emma shall only reimburse the Customer for the necessary costs incurred by such actions if Customer immediately after discovery of such defects has informed emma of such measures in writing and only if emma has explicitly confirmed such undertaking.

7.3.5. emma shall be granted access to the defective part, item or the like free of charge for emma.

7.4. If the notice of defect turns out to be erroneous Customer shall compensate emma for all costs and expenditures incurred as a result of the false claim made.

7.5. [SPECIAL PROVISIONS APPLYING TO

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SOFTWARE]

The following provisions apply to software:

7.5.1. emma warrants that the software provided by it is substantially in accordance with the product description. There can be no claim under this Warranty in the case of minor or immaterial deviations from the agreed or assumed characteristics nor in the case of just slight impairment of use. Product descriptions shall not be deemed guaranteed unless separately agreed in writing. In respect of updates, upgrades and the delivery of new versions, the Warranty shall be limited to the new features of the update, upgrade or new version compared to the previous version release.

7.5.2. Software defects shall only mean such defects that can be reproduced. In case Customer uses programs, software, interfaces etc. produced by a third party emma shall not encounter any additional liability or grant any additional guarantee.

7.5.3. If Customer demands replacement performance because of a defect, emma has the right to choose between the improvement, replacement delivery or replacement of services. If the defect is not cured within a first time limit and Customer has set emma a reasonable second time limit without success or if a reasonable number of attempts to remedy, replacement deliveries or replacement services are unsuccessful, then Customer may, subject to the statutory prerequisites, at its option withdraw from this agreement or reduce the price and claim damages or reimbursement of costs. The remedying of the defect may also take place through the delivery or installation of a new program version or a work-around. If the defect does not or not substantially impair the functionality, then emma is entitled, to the exclusion of further Warranty rights, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.

7.5.4. Defects must be notified in writing with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of the defect should enable the reproduction of the error. This shall not affect the statutory obligation of Customer to inspect and notify defects.

7.5.5. If the defect is caused by the defective products of a supplier and the supplier does not act as an assistant in performance of emma, rather emma is merely passing on a third party product to Customer, then emma's Warranty shall at first hand be limited to the assignment of its Warranty claims against the supplier. This shall not apply, when the defect is caused by improper handling of the supplier's product for which emma is responsible. If Customer is unable to assert his Warranty claims against the supplier out of court, the subsidiary Warranty by emma shall remain unaffected.

7.6. Claims for Warranty shall only be held by emma's direct Customer. Such claims may not be assigned to a third person unless otherwise agreed upon. This limitation shall not apply to claims arising out of personal injuries or claims based on the Product Liability Act. ("Produkthaftungsgesetz")

7.7. emma shall be responsible for any damage which occurs to other parts but the delivered items only if such damage is caused by intent or gross negligence, culpable damage of life, body or health; for aforementioned damage occurring in spite of an explicit guarantee or in case of malicious concealment or according to the liability for personal damage or damage to property in private use as provided by the Product Liability Act. ("Produkthaftungsgesetz").

7.8. Warranties other than the aforementioned shall not be granted, unless otherwise agreed on between emma and the Customer. Legal claims arising out of consumer contracts ("Verbraucherverträge") shall only be subject to the aforementioned limitations insofar as they are permissible under applicable law.

8. LIMITATION OF LIABILITY

In the event emma is liable for damages and losses through slight negligence on grounds pursuant to applicable laws, the liability is limited as follows:

8.1. Liability exists only if cardinal obligations arising from the contract have been violated. For the purpose of the Contract, „cardinal obligations“ shall be defined as material immanent obligations, in particular those which are imposed upon emma in accordance with the spirit and purpose of the Contract or whose performance is a prerequisite for the due and proper performance of the

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Contract, on which the Customer regularly relies upon and ought to be relying upon emma complying with such obligations. This liability is limited to typical damages and losses foreseeable at the time of the Contract entering into effect.

8.2. If the Customer is a sales man, merchant or other business person who is acting in the performance of his commercial or independent business activity at the time of this Contract entering into effect, the same applies to damages and losses caused through gross negligence, however, not through gross negligence committed by legal representatives or managing staff of emma.

8.3. Regardless of the issue of fault, this shall not prejudice the liability of emma if emma has provided a guarantee as addressed above or accepted a procurement risk, or under the terms of the German Product Liability Act or other applicable product liability laws.

8.4. Personal liability on the part of the legal representatives, vicarious agents and employees of emma is excluded in cases of damages and losses resulting from their slight negligence. With the exception of legal representatives and officers of emma, such limitation shall also apply to cases of damages and losses resulting from gross negligence on behalf of emma's vicarious agents and employees.

8.5. The limitations of liability set forth in this clause do not apply in the event of personal injury or death.

9. SET OFF

Customer is only allowed to set off counterclaims as far as they are undisputed or have been legally established by the cognizant courts as final and absolute.

10. DRAWINGS AND DESCRIPTIONS

10.1. If a party makes available drawings and technical documents of the delivered product, its manufacturing or the installation, prior or subsequent to the formation of the Contract, these shall remain the property of the submitting party.

10.2. Drawings, technical documents or other technical information received by one party shall not

be used without the prior consent of the submitting party for any other purpose than erection, commissioning, operating or maintenance. They may not, without prior consent of the submitting party, be used otherwise, copied, reproduced, transmitted or communicated to a third party.

10.3. If so requested emma shall provide information and drawings which are necessary to enable the Customer to install, set to work, operate and maintain the products against payment. Such information and drawings shall be supplied in the number of copies agreed upon but at least one copy of each. emma shall not be obligated to provide manufacturing drawings for products or spare parts.

11. INTELLECTUAL PROPERTY AND LICENSES

11.1. emma retains the ownership and copyrights of all intellectual property rights existing on side of emma at the time of the Contract becoming effective and inherent to the products and services delivered hereunder or being generated under the Contract under emma's sole investment and funding (herein referred to as "Background IP"). The same applies to third parties whose intellectual property forms part of the products and services delivered hereunder.

11.2. Customer shall receive a non-exclusive, world-wide applicable and unlimited, non-transferrable, right in time and space to use the Background IP solely in the course and for the purposes of the project and the Contract for which it was sold.

11.3. For products specifically designed for the Customer and which have been explicitly paid for by the Customer (herein referred to as "Foreground IP"), the Customer shall obtain ownership thereof. However, emma shall receive free of charge a non-exclusive, world-wide applicable, transferrable and unlimited right in time and space to use said Foreground IP for other projects. Should the Customer require emma to fully give up the use right defined in the preceding sentence, then emma reserves the right to modify and adjust the agreed compensation and to ask for a higher Contract price.

11.4. The Customer shall have no right to request from emma any source code related to any software delivered hereunder unless otherwise agreed upon in writing or unless the source code relates to Foreground IP.

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11.5. Customer shall not have the right to conduct any form of reverse engineering on the Background IP delivered hereunder. The preceding restriction shall not apply in cases where German law allows for certain forms of observation and study, as for instance, but not limited to, in regards to application safety. Customer shall not be entitled to commercially exploit any Background IP received hereunder, unless the exploitation in question can be reasonably expected to fall under the scope of delivery being subject to the Contract constituted hereby. Customer and emma acknowledge that a violation of the obligations defined by this paragraph would constitute a severe breach of essential obligations and would cause considerable harm to emma. Any violation of the obligations defined in this paragraph shall therefore be subject to liquidated damages at 10.000,- € (ten thousand EURO) for each and every case of violation arising to the exclusion of the plea of connection with any previous act of contravention (Wegfall eines Fortsetzungszusammenhangs). The right to ask for liquidated damages under this paragraph shall be in addition to any statutory rights available to emma.

11.6. Customer shall in any case flow down any use restrictions associated with the product delivered hereunder to any third party the Customer contracts with for the use of said product.

11.7. Customer must not give any furnished copies of emma's software to a third party unless explicitly agreed upon in writing; third party shall include any affiliated company, subsidiary, daughter and/or mother company as well as any other company belonging to the Customer's corporate group.

11.8. emma shall hold Customer and its customers harmless against damages and costs imposed by a court in case of infringement of copyright, trademarks or patents unless the design of a product was delivered by Customer. Condition for holding save and harmless is that Customer authorizes emma to take all measures necessary in the litigation if the infringement is exclusively based on the design of the product without connection to other products or the use of other products. In case of doubt the Customer shall therefore provide emma with a third-party notice. The amount of recourse is limited to the foreseeable damage but no more than the Contract price.

11.9. emma shall have the choice to seek release from the assumed liabilities mentioned in the

preceding paragraph by either procuring the necessary licenses of the alleged infringed patents or by placing at Customer's disposal a suitable supply or parts thereof and such resolves the reproach of infringement.

12. DATA PROTECTION

To the extent applicable, emma and Customer shall both abide by the statutory provisions of the General Data Protection Regulations (GDPR), German Federal Data Protection Act ("Bundesdatenschutzgesetz" - BDSG) as well as the Schleswig-Holstein Data Protection Act ("LDSG S.-H."). Personal data will solely be stored and processed for the purpose of the execution and performance of the Contract. Both parties express their willingness to seriously negotiate and agree to any data protection agreements maybe becoming necessary under applicable regulations, especially those under the GDPR.

13. NON-DISCRIMINATING PERFORMANCE

The Customer shall perform its obligations in a non-discriminating way in accordance with the German General Equal Treatment Act (Allgemeines Gleichbehandlungsgesetz).

14. EXPORT REGULATIONS

14.1. The Customer hereby notes that some deliveries may be subject to export licenses to be obtained by emma from the cognizant authority. The Customer further notes that under some export control regimes the respective application to obtain such an export license requires a delivery/supply contract to be in place first. Any delivery and services quoted or contracted are therefore conditional to the availability of any export license maybe required. Should a required export license not be granted by the cognizant authority, then emma shall be entitled to withdraw from the quotation and/or Contract, as the case may be, without becoming liable for any losses and/or damages resulting therefrom.

14.2. To the extent required, the Customer shall provide emma with an end-user certificate or any other required document and/or declaration or cooperation within reasonable time after a respective request placed with the Customer by emma to meet applicable export regulations.

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15. WORK ON SITE

15.1. Where emma requires access to the Customer's premises for the purposes of delivery or performance of services the Customer shall provide reasonable access and all services necessary to permit emma to fulfill its obligations under the Contract at mutually convenient times.

15.2. emma shall commit no act or omission at the Customer's premises which would render the Customer liable to any person and emma shall observe the Customer's regulations and provisions in force relating to the safety of persons when using the Customer's premises.

16. INVALIDITY OF CLAUSES

Should any of these terms and conditions or other provisions agreed upon separately be or become invalid, then all other provisions mentioned herein shall remain in force.

17. APPLICABLE LAW, PLACE OF JURISDICTION

17.1. These business terms and the entire legal relationship between emma and Customer shall be governed by the law of the Federal Republic of Germany. The regulations of the CISG and UNCITRAL shall not be applicable.

17.2. If Customer is a merchant, body corporate under public law or a body under public law with special assets the exclusive place of jurisdiction shall be the cognizant courts in Kiel, Germany, to decide on any litigation and/or legal dispute arising directly or indirectly out of this Contract.

17.3 For services to be provided by emma as a commercial representative the German Commercial Code ("Handelsgesetzbuch") shall apply without any restrictions except as otherwise provided in these terms and conditions.