

General Terms and Condition of Sale and Delivery (GTCSD)

§ 1 Validity of the GTCSD, written form

1. In addition to other contractual agreements, these GTCSD shall exclusively apply to all transactions between us and the purchaser or customer, hereinafter known as the Customer. Even if the service is provided or payment accepted unconditionally, we shall not acknowledge other terms issued by the Customer unless we expressly agree to their being valid in writing.
2. These GTCSD shall only apply to transactions with Customers which are companies, legal entities under public law or public law special assets in the sense of § 310 Paragraph 1, Sentence 1 of the German Civil Code [BGB].
3. These GTCSD shall also apply to all future business relationships without their having to be included until such time as we produce new GTCSD.
4. All agreements made between us and the Customer as part of contract negotiations must be set out in writing for verification purposes and must be confirmed by both parties.
5. Side-agreements, retrospective contract amendments and the acceptance of a guarantee, particularly assurances of properties or the acceptance of a purchasing risk must be made in writing if they are made by persons who have no rights of representation.
6. Individual agreements shall take precedence over these GTCSD.

§ 2 Planning and advice

1. If we provide planning or advice services, the Customer shall provide us with all the information and documents which are required or expedient for this purpose.
2. The Customer undertakes to review the plans and advice before implementation to ensure that they are feasible and the premises on which they are based, and to notify us of any objections without delay. This shall also apply to any initial drafts.
3. Our planning and advice services shall exclusively cover products supplied by us and shall take the form of product-related services. These services shall only constitute solution aids for our customers and shall not include any guarantee that they are the best or most cost-effective solution aid. They shall not extend to advice outside of the contract, in other words to statements which are made without products being sold or services provided by us.
4. Our oral and written application-related advice shall not exempt the Customer from conducting its own review of the products or services to ensure that they are suitable for the intended purposes.
5. Our advice services are based on empirical values. Failure to make statements shall not constitute advice.
6. If the products purchased from us are in perfect condition, the use and processing of our products is the Customer's exclusive responsibility.

§ 3 Contract conclusion

1. Our quotations shall be non-binding, they shall be regarded as a request to submit a quotation.

2. The initial charge for processing a quotation shall generally be zero. Additional quotations and design work shall only be free if the contract of supply is valid and remains so.

3. Descriptions and images of our products in technical documents, catalogues, brochures, circulars, advertisements and price lists shall be non-binding unless their inclusion in the contract has been expressly agreed; they shall not release the Customer from conducting its own inspections. Our data sheet which is available on the internet, printed in our catalogues or attached to the product shall apply to quotations relating to standard products. The version in force or agreed on the date on which the contract is concluded shall apply. The contractually agreed specification for products developed by us shall be regarded as a guide.

4. In principle the order issued by the Customer shall be regarded as an offer to conclude a contract. The contract shall not be concluded until we provide written confirmation or deliver the ordered products.

5. All the details for completing the order must be set out in the order. This applies to all goods, works and other services to be provided by us. These shall particularly, but not exclusively, include details of item designation, quantity, dimensions, material, material composition, pre-treatment, machining specifications, treatment guidelines, storage, standards and all other technical parameters and characteristic physical data.

Missing, incorrect or incomplete details shall be regarded as expressly not agreed and shall not give rise to any obligations on our part, either in the sense of fulfilment and warranty or in the sense of compensation claims.

6. If the order issued by the Customer differs from our quotation, the Customer must specially highlight the differences.

7. We shall be entitled to obtain further information for the purpose of ensuring that the order can be completed properly.

8. Orders should be issued in writing or electronically (EDI); orders placed orally or by telephone shall be completed at the Customer's risk.

9. If the Customer cancels an order which has already been accepted by us, we shall be entitled to charge 10% of the price for the goods or services for the costs incurred by processing the order and for loss of profit, notwithstanding the possibility of claiming higher actual damages. The Customer shall be at liberty to provide evidence that our costs were in fact less than this.

10. We shall accept the order within four weeks unless a different acceptance period has been agreed.

11. Our services shall be set out in the order confirmation.

§ 4 Call orders

Unless otherwise agreed, all call orders must be accepted within one year of the order being placed without this requiring any request to accept such orders. If this deadline passes we shall be entitled to invoice the goods and ship them at the expense and risk of the Customer or to cancel the contract with immediate effect.

§ 5 Modifications, differences, and part consignments

1. A separate contractual agreement shall be required for any modifications to the goods or services requested after the contract has been concluded.

2. We reserve the right to modify the goods or services within reason in the event that we have not received the required information or have received incorrect information. Negative effects caused by a lack of or incorrect information, in particular additional costs or damages, shall be paid by the Customer.

3. We reserve the right to make technical modifications to the goods or services which do not jeopardise the objective of the contract.

4. Part consignments and part services shall be permitted as long as this does not have a major adverse effect on use and does not jeopardise the objective of the contract. They may be invoiced separately.

§ 6 Lead time, storage costs

1. If a lead time has been agreed for the goods or services, this shall commence when we send our order confirmation but not before all details of the order have been clarified and all the Customer's duties of cooperation have been fulfilled properly; the same shall apply to delivery dates for the goods or services.

We reserve the right to claim that the contract has not been fulfilled.

2. In the event of mutually agreed modifications to the goods or services, new lead times and delivery dates for said goods and services must be agreed.

This shall apply even if fresh negotiations are held about the goods and services after the contract has been concluded without any modification being made to the goods or services.

3. Lead times and delivery dates for the goods and services are agreed subject to the raw materials being supplied to us in perfect condition and promptly and that no production problems are encountered.

4. The lead time for the goods or services shall be deemed to have been met if the goods or services have left our plant by the elapse of the lead time or have been handed over to the transport contractor at our plant or we have notified the Customer that the goods or services are ready for collection.

5. We shall be entitled to deliver the goods or complete the service before the agreed date.

§ 7 Default of the Customer

1. If the Customer fails to accept the goods by the agreed delivery date or lead time for reasons that are its responsibility, we may demand compensation for any additional costs we incur as a result.

In particular, we shall be entitled to charge the Customer storage costs of 0.5% for every month or part of a month, subject to a maximum total of 5% of the price for the goods or services.

Either of the parties to the contract shall be entitled to provide evidence that the actual storage costs were higher or lower than this figure.

2. Furthermore, we shall be entitled to select a suitable storage site at the expense and risk of the Customer and to insure the goods or services at its expense.

3. If we are entitled to demand compensation rather than payment, we may demand 15% of our price as compensation, notwithstanding the possibility of demanding higher actual damages, unless the customer can provide evidence that we have not suffered any damages or our damages were considerably lower than this lump sum.

§ 8 Forces majeures

In cases of forces majeures, our lead times and delivery dates shall be extended by the duration of the problem which has occurred.

This shall also include, but is not limited to, circumstances beyond the control of the Parties, such as war, fire damage,

strikes, lock-outs, traffic disruption, sovereign acts, plant shutdowns or major disruptions of operation such as difficulties in the procurement of materials (allocation) or other reasons of lack of materials or energy suffered by us or our sub-contractors or suppliers. This shall apply even if we were already in default at the time these circumstances occurred.

We shall notify the Customer without delay of the start and end of such problems.

If the goods or services are delayed by more than six weeks due to the above circumstances, both the Customer and we shall be entitled to cancel the contract relating to the scope of the contract affected by the delay. Compensation shall not be payable to the parties to the contract as a result of such circumstances.

§ 9 Prices, terms of payment

1. Our price lists which are valid at the time of the contract conclusion shall apply. Special prices in the internet shop shall only apply to orders made on the internet. Unless agreed to the contrary, our prices shall be "ex-works" (EXW Incoterms 2010) excluding all auxiliary costs. Shipment, insurance, packaging, duties, taxes including value-added tax, bank charges and installation costs, commissioning costs, adjustment work, etc. shall be invoiced separately. We shall only provide insurance cover for the goods during shipping at the request and expense of the Customer.

2. We shall be entitled to change the agreed price within reason in the event that increases in costs, in particular due to material price changes, occur after the conclusion of the contract. We shall provide the Customer with evidence of the reason for the change in costs on request.

3. We shall be entitled to change the price within reason if changes occur before or during the completion of the order because the information provided by the Customer and the documents supplied by it were incorrect or the Customer requests other modifications.

4. We shall be entitled to demand a reasonable advance payment when the contract is concluded. Interest shall not be payable on this.

5. Invoices shall be payable within 30 days from the date of the invoice on a strictly net basis. In the event that they are not paid, the Customer shall be in default on the due date without this requiring any further warnings.

We shall grant discount of 2% if payment is made within 10 days of the invoice date. Otherwise we shall only grant discounts and reductions if agreed separately. Part payments shall require separate written agreement.

6. Settlement by bills of exchange shall require separate prior agreement. Discount charges and bills of exchange costs shall be paid by the Customer. Invoice settlement by cheque or bill of exchange shall only be for the purpose of fulfilment and shall not be regarded as payment until they have been redeemed without reservation.

7. If the Customer has several outstanding invoices from us and if payments are not made by the Customer against a specific invoice, we shall be entitled to decide to which of the outstanding invoices the payment shall be assigned.

8. In the event of default, forbearance or part payment, we shall be entitled to charge normal bank default interest but at least at a rate of 8 percentage points per annum above the relevant base rate and to withhold further goods and services until all outstanding invoices have been settled. We reserve the right to provide evidence that we suffered higher damages.

9. By placing the order the Customer confirms that it is solvent and creditworthy. If there is justified doubt about the solvency or creditworthiness of the Customer, for example due to repeated late pay-

ments, default or rejected cheques, we shall be entitled to demand security or cash payment on a quid pro quo basis. If the Customer fails to meet this demand within a reasonable deadline which has been set for it, we shall be entitled to cancel the nonfulfilled part of the contract. No such deadline shall be required if the Customer is clearly incapable of providing security, for example if an application has been made to open insolvency proceedings against the Customer's assets.

10. The customer shall only be entitled to set off against our claims if the counter-claim is undisputed or has been fixed by a court of law.

The assignment of debts payable to us shall require our consent.

11. The Customer shall only have a right of retention if the counter claim is based on the same contract and has been acknowledged or fixed by a court of law or if we commit a major breach of our duties from the same contract despite having received a written warning and we have not offered reasonable safeguard.

If a service provided by us is undisputedly defective, the Customer shall only have a right of retention for a reasonable amount relative to the defects and the likely costs for their rectification.

12. The payment deadlines shall remain in force even if delays occur to the delivery through no fault of ours.

13. If value-added tax is not included in our invoice, in particular because we have assumed that the goods have been supplied or the services provided on the basis of a "single market transaction in the sense of § 4 No. 1 b together with § 6 a of the Value- Added Tax Law [UStG], and we are retrospectively charged with a value-added tax debt (§ 6 a IV of the Value-Added Tax Law), the Customer undertakes to reimburse us with the amount which has been charged to us. This duty shall apply regardless of whether we are retrospectively charged with value-added tax, import value-added tax or comparable taxes in Germany or elsewhere.

§ 10 Place of fulfilment, acceptance, transfer of risk, packaging

1. The place of fulfilment for the services and payments specified in the order shall be our registered office.

2. The Customer undertakes to complete an acceptance procedure as soon as we have notified it that the services it ordered have been completed. If the Customer does not complete this acceptance procedure within two weeks of such notification, the services shall be deemed to have been accepted.

3. The risk of destruction, loss or damage to the goods shall be transferred to the Customer when we notify it that the goods are ready. Delivery shall be made on an ex-works basis pursuant to Incoterms 2010.

If shipment has been agreed, the risk shall be transferred to the Customer when the goods are dispatched or they have been handed over to the transport contractor.

4. Unless agreement has been made to the contrary, we shall determine the type and scope of packaging. Single use packaging must be disposed of by the Customer.

5. If the goods are shipped in loaned packaging, the packaging must be returned free of charge within 30 days of receiving the shipment. The Customer must pay compensation for any loss or damage to the loaned packaging.

Loaned packaging must not be used for any other purposes or for holding other goods. They may only be used for transporting the supplied goods. Labels on loaned packaging must not be removed.

6. In the event of the goods being damaged or lost en route, the Customer should carry out an inspection immediately and

notify us of the results. Claims relating to any transport damage must be made to the forwarder by the Customer without delay.

§ 11 Duty to inspect and complain

1. The Customer undertakes to inspect the goods immediately after delivery in accordance with § 377 of the German Commercial Code [HGB] or equivalent foreign or international regulations and to notify us of any defects and damage identified during this inspection or at a later date without delay after their discovery and to send us a reference sample of the affected consignment.

Work and services shall be governed by § 377 HGB mutatis mutandis. Defects must be notified in writing.

2. Defective goods or services must not be used. If it was not possible to detect a defect on receipt of the goods or after the provision of the service, all further use of the goods or services must be stopped immediately after the discovery of the defect.

3. The Customer shall send us the defective goods and shall provide us with sufficient time to inspect the defect. In the event of unjustified complaints, we reserve the right to charge the Customer with the inspection costs we have incurred.

4. The complaint shall not exempt the Customer from its duty to comply with its payment obligations.

§ 12 Warranty

1. If our goods or services are defective, we shall be entitled at our discretion to rectify the defect, supply replacement goods or provide the Customer with a credit note within a reasonable period of time.

2. In the event that the goods are essentially outsourced products we shall be entitled to limit our liability initially to the assignment of warranty claims which we are due from the supplier of the outsourced products unless satisfaction from the assignment right fails or the assigned claim cannot be enforced for other reasons. In this case the Customer shall be entitled to the rights set out in Paragraph 1 above.

3. Claims by the Customer relating to the costs required for the purposes of repeat fulfilment, in particular transport, travelling, labour and material costs, shall not be permitted if these costs are increased because the goods were subsequently transported to a place other than the Customer's site.

4. The same warranty provisions shall apply to replacement services and refinished goods as for the goods or services supplied originally.

§ 13 Defects of title, intellectual property rights

1. Orders based on drawings, sketches or other information supplied to us shall be completed at the risk of the Customer. If we breach intellectual property rights owned by third parties as a result of such purchase orders, the Customer shall indemnify us against and hold us harmless of all claims of the owners of such rights. The Customer shall bear all further costs and losses.

2. Our liability for any breaches of intellectual property rights which relate to the use of the goods or services or to the connection or use of the goods or services with other products shall be excluded.

3. In the event of defects of title we shall be entitled, at our discretion:

- To obtain the required licences relating to the breached intellectual property rights

- or to rectify the defects on the goods or services by providing goods or services which have been modified to an extent which is reasonable for the Customer to accept.

We shall only be liable to pay compensation if the breach of intellectual property rights is due to an intentional or negligent act or omission by us.

4. Our undertakings set out above shall also only exist if the Customer notifies us in writing without delay of the claims lodged by third parties, does not accept that a breach has taken place and reserves our right to pursue all possible defences and settlement negotiations. If the Customer ceases to use the goods or services in order to reduce the damages or for other important reasons, it shall undertake to notify the third party of this in such a way that no acknowledgement of a breach of intellectual property rights is linked to the cessation of use.

5. Our liability for breaching third party intellectual property rights shall only extend to intellectual property rights which have been registered and published in Germany.

6. We reserve title and copyright to illustrations, drawings, calculations and other documents. This shall also apply to written documents marked "confidential". The Customer shall require our express written consent before they are passed on to third parties.

7. If intellectual property rights are created by development for a specific order, they shall become our sole property. We shall grant the Customer utility rights to them not limited by time but without the right to grant sub-licences unless otherwise agreed.

§ 14 Liability

1. We will be liable for the liabilities of the company only with the company's assets.

2. In the event of slight negligence we shall only accept liability in the event of a breach of an essential contract duty. For gross negligence we shall also be liable for breaches of non-essential contract duties.

In the above cases liability shall be limited to the foreseeable damages which are typical for these contracts.

3. In the event of assured properties of the products, our liability shall be limited to the scope and the amount of our product liability insurance policy. The scope of coverage corresponds to the non-binding recommendations for company liability insurance policies made by the German Insurance Industry Federation.

The level of coverage for the claims set out in the insurance policy shall be EUR 5 million per insurance year.

4. Compensation claims due to an intentional breach of contract duties by us, claims for bodily injury (including dead) and claims under the Product Liability Law shall be subject to the statutory regulations.

5. If the Customer sells the goods after processing, connection or installation in other products, it undertakes to exempt us from product liability claims by third parties if it is responsible for the error which is the cause of the liability claim.

6. For claims in tort we shall be liable in accordance with contractual liability.

7. Any further liability for compensation other than that described in the provisions above shall be excluded.

8. Recourse claims on the part of the Customer against us shall only exist as long as the Customer has not made any agreements with its clients which go beyond the statutory warranty and compensation claims.

9. Our liability shall be excluded if the Customer has effectively limited its liability to its own clients.

10. If our liability is excluded or limited, this shall also apply to the personal liability of our staff, workers, colleagues, representatives, agents and vicarious agents.

11. Insofar as liability is ruled out or limited under the above

provisions, the Customer has an obligation to also hold us harmless at first request in relation to claims by third parties.

12. The statutory provisions shall otherwise apply.

13. The Customer undertakes to notify us in writing without delay of any claims lodged by third parties and to reserve our right to use all possible means of defence and settlement negotiations.

§ 15 Limitation period

1. The limitation period for claims and rights relating to defects of our products, services or works services and the resulting damages shall be one year. The start of the limitations period shall be governed by statutory provisions.

2. The above statute of limitations reduction shall not apply if the law specifies longer periods in cases pursuant to §§ 438 Para. 1 No. 2, 479 and 634 a Para. 1 No. 2 of the German Civil Code [BGB].

The statute of limitations set out in number 1 above shall also not apply in the event that we acted maliciously, if we have deliberately not told you about the defect or have guaranteed a specific property, or for compensation claims due to bodily injury including death or loss of freedom of a person, for claims under the Product Liability Law and for a grossly negligent breach of duty.

3. Refulfilment action shall not interrupt the limitation period for the original provision of the service nor shall it cause the statute of limitations to restart.

§ 16 Procurement and reservation of title, lien

1. We reserve title to all goods supplied by us until all our claims from our business relationship with the Customer have been settled in full.

2. If our property is processed, connected or mixed with property owned by others, we shall acquire title to the new item as set out in § 947 of the Civil Code.

3. If the processing, connection or mixing takes place in such a way that the third party property is regarded as the main item, we shall acquire title as a proportion of the value of our goods or services to the other goods or services at the time of the processing, connection or mixing.

4. If we acquire title to an item as a result of our goods or services, we shall reserve title to this item until all our outstanding claims from our business relationship with the Customer have been settled in full.

5. The Customer undertakes to keep the reservation of title goods safely and, if necessary, to complete any servicing and maintenance work at its expense promptly. The Customer must insure the reservation of title goods at its own expense against loss and damage. Any security claims accrued in the event of damage must be assigned to us.

6. The Customer shall be entitled to resell the item which is our (joint) property as part of its normal business as long as it fulfills its duties from its business relationship with us. In this event a proportion of the claim resulting from the sale shall be assigned to us to cover the value of the reservation of title goods or services provided by us to the total value of the sold goods. The Customer shall retain entitlement to collect this claim even after this assignment. Our authority to collect these claims ourselves shall not be affected.

7. The right on the part of the Customer to dispose of the goods subject to our reservation of title and to collect the claims assigned to us shall become null and void as soon as the Customer fails to meet its payment duties and/or an application is made to open insolvency proceedings against its assets. In the above cases and in the event of any other action by the Customer in breach of the contract, we shall be entitled

to take back any goods supplied with reservation of title without notice.

8. The Customer shall notify us without delay if there are any risks to our reservation of title goods, particularly in the event of insolvency and enforcement action. At our request the Customer must provide all the required information about the whereabouts of the goods which are our (joint) property and about the claims assigned to us and must notify its clients of said assignment.

The Customer shall provide us with support in all action required to protect our (joint) property and shall pay the costs of any such action.

9. We shall on account of all claims arising from the contract have a lien to the Customer's items that come into our possession on the basis of the contract. The lien may also be asserted on account of claims arising from earlier goods or services if these are connected with the contractual goods or services.

The lien shall apply for other claims arising from the business relationship if it is undisputed or has been declared final in a court of law. §§ 1204 ff. of the German Civil Code and § 50 Para. 1 of the German Insolvency Code [InsO] shall apply mutatis mutandis.

10. If the realisable value of the securities exceeds our claims by more than 15%, we shall release securities covering the excess value at our discretion at the request of the Customer.

§ 17 Repair work

1. We shall be entitled to demand reimbursement from the Customer for the costs incurred by the creation of an estimate.

2. Differences from estimates for repair work of up to 25% shall be permitted without consultation with the Customer as long as the repair work is carried out correctly.

3. Repair work shall be carried out using state of the art methods.

We shall strive to return items for repair to their original condition.

We shall be entitled to use replica spare parts from current production without consultation with the Customer.

4. Repair work which cannot return an item to its original condition shall require written agreement.

5. Removed components shall become our property.

6. Items for repair shall be returned to us for repair or for an estimate at the Customer's expense and risk. The return costs must be paid by the Customer even if the items are returned to it without having been repaired.

7. At the Customer's request and its expense the return shipment of the items may be insured against transport risks such as theft, breakage and fire.

No insurance cover shall exist during the repair work in Topcon Electronics's plant. The Customer shall be responsible for maintaining its existing insurance cover for the repaired item, for example against fire, water damage, storm and machine breakage.

We shall only provide insurance cover for these risks at the express wish of the Customer and at its expense.

8. The Customer undertakes to accept the work completed under the contract without delay or at the latest 5 working days after receiving notification from us that the work is complete. At the end of this period the work shall be deemed to have been accepted without our having to set an extended deadline as long as the notification that the work is complete sent to the Customer contains a note about the period, the start of said period and the fact that acceptance shall be deemed to have been given at the end of the period.

The Customer shall not be able to refuse acceptance on the basis of a minor defect.

9. In the event of a delay with the acceptance procedure we shall be entitled to charge storage costs for storing the repaired item. The repaired item may also be stored elsewhere by us at our discretion. The Customer shall bear the costs and risk of such storage.

10. The warranty for repair work shall be 24 months from the date of acceptance procedure for new parts installed during the repairs.

11. In the event of general repairs to devices which are not more than 6 years old, the device will undergo general refurbishment in which case the warranty for the entire device shall be 6 months from the date of the acceptance procedure.

12. In the event that the devices sent to us for repair are damaged, destroyed or lost, we shall only be responsible for replacing them if we are responsible for the damage or loss. Our replacement duty in this case shall be limited to the procurement of an item of the same type and value from our stocks of devices wherein a new for old value deduction shall apply if the legal requirements for this are satisfied.

§ 18 RoHS and the Electronic and Electrical Equipment Law

1. Directive 2002/95/EC (RoHS) and the Electronic and Electrical Equipment Law contain a ban on the use of certain potentially polluting substances such as lead, which may no longer be used in certain electronic and electrical equipment.

2. The Customer must therefore check before placing an order whether the affected workpieces after processing will be covered by the Electronic and Electrical Equipment Law and notify us whether this is the case. If we do not receive any such notification, we shall assume that the workpieces are not to be fitted in or connected to products which come under the list of products set out in § 2 Para. 1 of the Electronic and Electrical Equipment Law.

3. In the event of a breach of the Electronic and Electrical Equipment Law, our liability to the Customer shall be excluded if this breach is based on a violation of the Customer's duty of notification. If this breach results in third party claims against us, the Customer must exempt us from any such claims.

§ 19 Risk of suitability for export and import

If the export of ordered products has not been agreed by us, we shall not be under any obligation to check whether the products supplied by us require an export licence.

The risk that products ordered from us are suitable for export and import shall be borne by the Customer. It is the duty of the Customer to check this, for example by means of an inquiry to the Federal Office of Economics and Export Control (BAFA) in Eschborn near Frankfurt am Main.

§ 20 Confidentiality

1. The Customer undertakes to treat all aspects of the business relationship which require protection in confidence. In particular it shall treat all commercial and technical details which are not part of the public domain and which come to its attention as a result of the business relationship as confidential. Information or aspects of the business relationship which were already part of the public domain at the time of their disclosure shall not come under the confidentiality obligation nor shall information or aspects of the business relationship for which the party to the contract can provide evidence to the effect that it already knew the information before the disclosure of it by us.

The Customer shall ensure that its personnel shall also be subjected to appropriate confidentiality agreements.

2. The documents provided to the Customer may only be copied if required for operational requirements and in accordance with copyright regulations.

3. All documents may not be disclosed to third parties in full or in part or used for purposes other than those for which they were supplied to the Customer without our written consent.

4. The disclosure even in part of the business relationship with us to third parties shall only be possible with our prior written consent; the Customer shall subject the third parties to a confidentiality agreement of the same type and scope.

5. The Customer may only advertise its business relationship with us with our prior written consent.

6. The Customer undertakes to maintain this confidentiality even after the end of the business relationship.

§ 21 Data processing

The Customer agrees that we may use the data we receive about the Customer in relation to this business relationship for the fulfilment of our own business purposes under the German Federal Data Protection Law, in particular we may store them or forward them to a credit agency as long as this is done in order to fulfil the objectives of this contract or it is necessary to protect our justified interests and there are no grounds to assume that the Customer's interests in protecting itself and preventing such processing, in particular the forwarding of these data, outweigh these needs.

§ 22 Place of jurisdiction and applicable law

1. The exclusive place of jurisdiction for lawsuits with a value over EUR 5,000 shall be Frankfurt am Main District Court. Up to the above lawsuit value the place of jurisdiction shall be the court with jurisdiction for Topcon Electronics's registered office or the Customer's place of jurisdiction at Topcon Electronics's discretion.

2. This contract shall be subject to German law. The application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 and the reference regulations of German International Private Law shall be excluded.

3. If individual parts of these GTCSD are invalid, this shall not affect the validity of the other provisions. The parties to the contract shall make every effort to replace the invalid provision with another provision which comes as close as possible to the commercial aim and legal sense of the original formulation and complies with the relevant statutory regulation.

§ 23 Precedence

This is a translated version from the original German version of the "Topcon Electronics Allgemeine Verkaufsbedingungen, issued September 2017". If there are any differences between the understanding of these GTCSDs and the German original version the latter prevails and is controlling.

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