1. General

1.1. Frequentis Comsoft shall purchase deliveries and services of whatsoever kind exclusively subject to the following General Terms and Conditions of Purchase (GTCP) and special terms and conditions of contract separately included or other written agreements, if any. In the case of contradictions in the purchase order the regulations of the special terms and conditions of contract or other written agreements shall prevail over the regulations of these General Terms and Conditions of Purchase. Any general terms and conditions (GTC) of the Contractor shall not apply. Agreements deviating from or amending these General Terms and Conditions of Purchase shall require written form and express written approval from Frequentis Comsoft in order to be effective. Any waiver of written form shall also be agreed in writing. If Frequentis Comsoft accepts the delivery/service without expressly objecting to the GTC of the Contractor, it may in no case be deduced there from that Frequentis Comsoft has accepted the GTC of the Contractor. Any approval of the Contractor's terms and conditions of sale required by the system for processing of online purchase orders shall expressly not be accepted and/or shall be withdrawn. Acceptance of deliveries or services or payment of the same shall constitute no approval of the Contractor's GTC.

1.2. The Contractor's deliveries and services will become part of a complex overall system in the safety-critical area. Consequently, defaults in performance of specific services/deliveries, often cause problems in the overall project organisation and lead to extra costs, e.g. in case of postponement of dates, claims of third parties, disturbances in logistics, delay in acceptance by customers of Frequentis Comsoft, idle times. Cost consequences can be particularly serious in the case of complete systems constructed abroad. Therefore the Contractor undertakes to exercise special care appropriate to those circumstances when performing his contract. This shall include collection of all information that must be taken into account for the performance of the contract under the specific prevailing circumstances of the route of transport and the place where the deliveries and services will be used and for integration of the Contractor's deliveries and services in the complete overall system.

1.3. The Contractor shall be obliged to timely inform Frequentis Comsoft of planned subcontracting and to obtain written approval from Frequentis Comsoft before subcontracting. Approval of subcontracting shall not reduce the duties of the Contractor. The Contractor shall be fully liable for actions and omissions of his subcontractors in the same way as for his own actions and omissions.

2. Offers, purchase orders, confirmation of orders

2.1. Offers made to Frequentis Comsoft shall be non-binding and free of charge for Frequentis Comsoft. Only written purchase orders, contracts and calls for delivery (communication by electronic systems / via e-mail) as well as modifications of or amendments to the same issued by the Frequentis Comsoft Purchasing Department shall be binding. Delivery calls concerning quantity contracts may be effected via remote data transfer if agreed in writing in advance. Oral agreements shall require a written confirmation by Frequentis Comsoft to be effective.

2.2. In the case of conflicts between parts of the contract concluded by and between the Contractor and Frequentis Comsoft the following order of priority shall apply:

    a) purchase order, calls for delivery
    b) the annexes stated in the purchase order,
    c) these General Terms and Conditions of Purchasing (GTCP) including annexes to these GTCP, if any.

2.3. Purchase orders shall be confirmed or commented by the Contractor in writing (by electronic systems/via e-mail) within one week and the purchase order number shall be stated; otherwise the purchase order shall be deemed accepted. Frequentis Comsoft may cancel a purchase order free of charge if the Contractor has not acknowledged or commented on the purchase order in writing within one week of receipt (confirmation of order) unless the deliveries and services have been rendered in the meantime.

2.4. The Contractor shall check the documents underlying his deliveries and services (such as, for example, specifications, and requirements) for completeness and clarity and shall notify conflicts and errors identified, if any, in writing; otherwise the Contractor may not claim the same.

3. Prices, Terms of payment

3.1. Unless otherwise agreed in the purchase order, the prices offered by the Contractor shall be deemed binding and maximum prices. If the Contractor reduces his prices the reduced price shall apply instead of the price originally agreed.

3.2. Customs duties, taxes, legal transaction fees and transport costs, costs for packaging, insurance or other costs not mentioned in the offer and in the purchase order shall be borne by the Contractor. All prices shall be exclusive of statutory VAT and shall be stated in Euros (EUR) unless expressly agreed otherwise. Frequentis Comsoft shall be entitled to withhold taxes levied by the relevant tax authority from any payment and to pay the same to the authority against submission of the underlying payment confirmations or documents regarding such tax payments.

3.3. The prices shall apply in accordance with the terms and conditions of clause 4 unless other terms of delivery have been agreed in writing on a case-by-case basis. The stated prices shall also include the costs for taking back and disposal by the Contractor pursuant to Directive 2012/19/EU on waste electrical and electronic equipment (WEEE).

3.4. Payment shall be made against submission of the complete invoice after rendering of the delivery or service in accordance with the contract and repair of defects, if any, subject to examination of delivery and service by Frequentis Comsoft. Invoices shall be submitted to the invoice address of Frequentis Comsoft stated in the purchase order together with all documents necessary for identification (purchase order number or commission) and review (e.g. time sheets, delivery notes). The

following periods of payment shall apply: 3% cash discount if paid within 21 days, net if paid within 45 days. Payment shall be effected subject to review of the invoice. If Frequentis Comsoft effects payment prior to delivery or service, the Contractor shall be obliged upon request of Frequentis Comsoft to furnish collateral security for the validity of payment in the amount of the payment as required by Frequentis Comsoft.

4. Delivery date and terms of delivery

4.1. Delivery shall be made free delivery address stated and/or place of destination (DDP, Incoterms 2010) to the delivery address stated and at the times deliveries are accepted according to the purchase order. Acknowledgement of order, delivery note and invoice shall state the purchase order number, purchase order item, item name and quantities. Furthermore, the delivery note shall state, if applicable, the number of freight units, serial numbers (at the request of Frequentis Comsoft also in the form of a bar code), customs tariff numbers and date codes. If documents and/or details are missing, the goods shall be stored at the cost and risk of the Contractor until such documents are received.

4.2. Excess or short deliveries shall be excluded. Deviations from this provision shall only be permissible with the prior written consent of Frequentis Comsoft. Agreed dates and periods shall be binding as fixed dates. Early deliveries shall require the consent of Frequentis Comsoft. If an early delivery is made without the consent of Frequentis Comsoft, Frequentis Comsoft shall be entitled to send the delivery back to the Contractor at the cost and risk of the Contractor or to store the goods with Frequentis Comsoft until the delivery date at the cost and risk of the Contractor.

4.3. Receipt of the goods at the address of receipt or use advised by Frequentis Comsoft and/or timeliness of successful acceptance shall be decisive for observance of the delivery date or the delivery period.

4.4. The Contractor shall also provide and include in the price all those deliveries and services which are necessary to meet the requirements of Frequentis Comsoft and for normal use. The Contractor shall supply brand-new and state-of-the-art products even if not expressly required to do so in the purchase order.

5. Export licences

5.1. Upon announcement of the final destination the Contractor shall check whether the shipment or a part of the shipment is subject to an export licence when being re-exported by Frequentis Comsoft. This shall apply to EU provisions, US Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). If the shipment in its entirety or partially consists of products of US origin, the Contractor shall state the relevant ECCN (Export Control Classification Number) with no request being necessary, or confirm classification as EAR 99.

5.2. If the Contractor does not indicate any export restrictions, this shall be deemed a confirmation that no export restrictions apply.

6. Quality Assurance

6.1. Deliveries and services must comply with the quality requirements set forth in the purchase order and in any case with the requirements of ISO 9001:2008. The delivered goods must be of highest quality and, observing the state-of-the-art, they must comply with all relevant international and corresponding national quality standards, environmental standards, safety standards and product standards in the form applicable from time to time and the customary technical standards (e.g., CENELEC, EN, ETSI, ISO, ITU, Ö-Normen, DIN, VDE, UL, ICAO,) as well as the statutory regulations and regulations of public authorities of the place of destination and of the sales markets advised by Frequentis Comsoft. The Contractor shall adapt his quality assurance system to special requirements that are necessary for application of deliveries and services in safety-critical applications.

6.2. Furthermore, within the European Union compliance with the relevant directive(s) applicable to the product must be confirmed in writing by the manufacturer or the person putting the product onto the market by means of (a) declaration(s) of conformity (e.g., regarding CE marking, prohibition to use certain substances). Declarations of conformity belong to the delivery and include, amongst the data for product identification and/or device identification, information of the manufacturer or the person putting the product onto the market, a list of the EU directive(s) and information about the applied harmonised technical standards. The documents providing conformity, in particular test reports by accredited organisations shall upon demand be made available to Frequentis Comsoft free of charge.

6.3. The Contractor undertakes to make available MTBF (mean time between failure) data for all relevant delivery items (unless otherwise stated, the MTBF values must be delivered according to the MIL-HDBK 217F "parts count method" and ground benign conditions).

6.4. The Contractor shall operate a configuration management according to ISO 10007:2003 for the deliveries and services.

6.5. The Contractor agrees to systematically plan, define, take and monitor measures for quality assurance that secure top quality. The Contractor shall at any time grant Frequentis Comsoft or a person authorised by Frequentis Comsoft the opportunity to obtain information about his quality management system in his production plants and premises after reasonable advance notice and to satisfy itself of compliance with and effectiveness of the measures.

6.6. The Contractor shall keep records on implementation of the above-mentioned quality assurance measures, in particular on measuring values and test results, and keep safe such records as well as prototypes/reference parts of the products, if any, in a clear order. The Contractor shall allow Frequentis Comsoft to inspect the same to a necessary extent and shall make available to Frequentis Comsoft copies of the records and references, if any.

6.7. The Contractor shall commit its subcontractors to set up and maintain a comparable (quality) management system that guarantees that the delivery items and/or the parts processed by third parties are free of defects.

6.8. The Contractor undertakes to safeguard traceability of the products supplied by it. In the case that a defect is identified, isolation of the defective parts/products/batches, etc. must be warranted. The Contractor shall inform Frequentis Comsoft via his marking system or other measures in a way that enables Frequentis Comsoft to make its own ascertainments to the extent necessary.

6.9. Approvals of suppliers and blocks may also affect subcontractors and shall be binding. With respect to measures, quantities and quality the values calculated by Frequentis Comsoft in the course of inspection and testing shall be decisive.

7. Provision of materials

7.1. Provision of materials by Frequentis Comsoft, such as tools, testing equipment, materials, shall remain the property of Frequentis Comsoft and shall strictly be stored, labelled, managed and insured separately at the cost of the Contractor. They shall exclusively be used for orders by Frequentis Comsoft. In the case of a decline in economic usefulness, damage to or loss of our items the Contractor shall be obliged to compensate us. The Contractor shall check the material provided as to workability immediately upon receipt and shall confirm due receipt in writing not later than within two working days. Upon completion of the order or conclusion of co-operation the provided materials shall be sent to Frequentis Comsoft in appropriate packaging at the cost of the Contractor without special request, unless Frequentis Comsoft agrees to a different use in writing or the materials have been used up according to their designated purpose.

8. Packaging

8.1. The delivery item must be packaged in an appropriate manner and as customary in the industry. The packaging must be in accordance with all technical, statutory and official provisions must be environment-compliant and suitable to prevent damage and decrease in quality and reliability.

9. Documentation

9.1. Delivery of the documentation necessary and/or expedient for use of the delivery item and/or service (such as user documentation, technical documentation, drawings, brief descriptions, installation instructions, documents for re-configuration in the case of hardware components, maintenance manuals, product/release change notes). If the purchase order contains no details the documentation shall correspond to the specific business transaction as regards volume, quality and time. The documentation shall be made available to Frequentis Comsoft in a machine-readable form (MS Office 2007 or higher). Unless otherwise stated, the documentation shall be delivered in English. Frequentis Comsoft shall be entitled to freely use, copy and edit the delivered documentation for use in accordance with the contract and for training purposes.

9.2. In case of project-specific services all overview drawings and detailed drawings shall be presented to Frequentis Comsoft in such a timely manner that Frequentis Comsoft is able to obtain approval from the customer and modifications or amendments that may be necessary or desired can be included without putting the deadline at risk. After the work has been carried out the Contractor shall send Frequentis Comsoft drawings which correspond to the actual design, calculations and other technical documents which concern the deliveries/services in the required number and design by the date stated in the purchase order, but in any case before acceptance. The said records shall be updated as soon as the Contractor makes subsequent changes, also after acceptance.

10. Modifications

10.1. Frequentis Comsoft shall be entitled to ask for a modification of deliveries or services at any time. In such a case the Contractor shall inform Frequentis Comsoft in writing without delay (not later than within a week) what effects such a modification will have on implementation of deliveries and/or prices and/or the time schedule. Any modification shall be agreed in writing between the Contractor and Frequentis Comsoft. Except for modifications recorded in writing, modifications shall not lead to nullity and/or modification of the order.

11. Inspection

11.1. Frequentis Comsoft reserves the right for itself and its customers to inspect the rendering of services on the premises of the Contractor at any time after reasonable advance notice. The Contractor shall be obliged to make available all information and documents necessary for verification of the progress of performance in accordance with the contract.

12. Acceptance, passing of title and risk

12.1. If acceptance is agreed and if the delivery or service has been rendered in accordance with the contract and free of defects or if any identified defects have been repaired in accordance with the contract, delivery and/or service shall be accepted by Frequentis Comsoft. If a test run has been provided for, acceptance shall be effected after the specification parameters have been reached and fulfilled within the entire agreed testing period. Upon acceptance of the delivery or service title and risk shall pass to Frequentis Comsoft.

12.2. If no acceptance has been agreed, title and risk shall pass upon receipt at the delivery address advised by Frequentis Comsoft.

13. Default in delivery and right to rescind the contract

13.1. If and when the Contractor notices that it will be unable to meet the delivery date, Frequentis Comsoft shall be notified thereof in writing without delay in order to enable Frequentis Comsoft to make arrangements, in particular to place necessary substitute orders.

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13.2. The Contractor shall be in default without a reminder as soon as the delivery date agreed in the purchase order is not met. Frequentis Comsoft shall be entitled independent of fault of the Contractor and independent of evidence of actual damage, to charge a contractual penalty in the amount of one percent (1%) of the total contract value per started calendar day of delay of delivery or service. The total amount of the contractual penalty shall be limited to fifteen percent (15%) of the total contract value. Acceptance of late delivery or service shall not include a waiver to claim the contractual penalty or of further claims for damages.

13.3. Moreover, Frequentis Comsoft shall be entitled to cancel the entire or parts of the purchase order without granting a grace period in the case that the delivery date is not met. In that case Frequentis Comsoft shall be entitled to place a substitute purchase order with a different Contractor. Additional costs thereof, in particular express surcharges, if applicable, shall be borne by the Contractor. Claiming the contractual penalty and additional claims for damages shall remain unaffected thereby.

14. Force Majeure

14.1. For any purchase order based on this GTCP, Force Majeure shall mean all events beyond the control of either Frequentis Comsoft or the Contractor, including but not limited to war, revolutions, serious destruction, explosion, fire, floods, severe weather, shortage of water, earthquake, epidemics, quarantine restrictions, general boycotts, strikes, lockouts, acts of government in either its sovereign or contractual capacity, freight-embargoes, UN-embargoes or other embargoes, legal proceedings which hinder, prevent or impede the performance by Contractor and/or Frequentis Comsoft hereto of any obligations herein.

14.2. The Party affected by Force Majeure shall not be liable for the consequences of any failure to perform or default in performing an obligation under the respective purchase order, if failure to perform such obligation is caused by Force Majeure. The time of performance of the obligations, which could not be performed due to Force Majeure, shall be extended accordingly.

15. Termination by Notice

15.1. Termination without cause: Frequentis Comsoft may terminate a purchase order in whole or in part at any time. In this case Frequentis Comsoft shall send the Contractor a notice of termination containing the scope of such termination and the date at which it will enter into effect. Upon receipt of this notice of termination the Contractor shall discontinue the work in accordance with the information contained in the notice. Upon such termination and subject to any counterclaims which Frequentis Comsoft might raise in accordance with the terms of the purchase order, the Contractor shall be entitled to compensation for any work rendered and delivered in accordance with the purchase order until the day of receipt of the said notice of termination. There shall be no further claims of the Contractor.

15.2. Termination for non-performance. Upon existence of an important reason Frequentis Comsoft shall be entitled to terminate the contract with immediate effect. An important reason shall, among other things, exist in the case of a violation of material contractual provisions by the Contractor, opening of insolvency proceedings over the Contractor, dismissal of such a motion for lack of assets to cover the costs, or initiating reorganisation proceedings as well as in the event that it is foreseeable that the services will not be rendered at all or only insufficiently by the Contractor. In the case of termination of purchase orders as defined in clause 15.2., at the choice of Frequentis Comsoft the services rendered by the Contractor and accepted before such termination shall be accounted and paid for or the deliveries rendered before termination shall be returned. In the latter case the Contractor shall refund payments already made. In addition, Frequentis Comsoft shall be entitled to claim compensation from the Contractor for costs resulting from such termination.

15.3. The Contractor shall fully deliver to Frequentis Comsoft all results and documents created until termination has become effective.

16. Confidentiality

16.1. The Contractor shall treat as confidential all knowledge, information, data and documents of whatsoever kind which it receives in the course of the business relationship or which become known to him and shall neither notify nor make accessible or transfer the same to third parties but shall only use them for fulfilment of his activities. Products which were manufactured in accordance with documents developed by Frequentis Comsoft, such as drawings, models and the like, and in accordance with confidential data of Frequentis Comsoft, may not be used by the Contractor himself nor may they be offered or delivered to third parties. All rights to such documents, in particular proprietary rights and copyrights, shall remain with Frequentis Comsoft. The documents may only be used in the course of processing the orders. They shall be carefully kept safe and be returned immediately upon request.

16.2. If confidential information which is exchanged under this agreement is categorised as classified matter, the relevant official and/or military safety requirements shall be observed independent of and in addition to those confidentiality provisions.

16.3. The Contractor may refer to the existing business relationship, use the name or the logo of Frequentis Comsoft and/or make public statements of whatsoever kind on the content of the purchase order and on the deliveries and services only with the written consent of Frequentis Comsoft.

16.4. The confidentiality obligation shall continue to exist for a period of five years after processing of the purchase order.

17. Proprietary Rights

17.1. The agreed price shall include consideration for acquisition of all rights to use the work and all statutory proprietary rights to the extent that such rights are required for free use and reselling of the delivery item. The Contractor shall procure the necessary licences. Use of open-source products shall require Frequentis Comsoft's written approval. Inventions made in

connection with the purchase order may be used by Frequentis Comsoft free of charge and Frequentis Comsoft shall thus acquire a non-exclusive unrestricted right to use the work.

17.2. Exclusive title to and an unrestricted right to use the work, including but not limited to the patent right, utility patent right, trademark right or registered design regarding goods and services manufactured or provided for Frequentis Comsoft in connection with an order and also all results and ideas from the service rendered shall exclusively pass to Frequentis Comsoft. Frequentis Comsoft shall be entitled to exercise these rights in any form and manner whatsoever, in particular to use, reproduce, publish, sell and transfer them to third parties. This shall also apply in the case of early termination and/or termination for important reason. The Contractor shall document all activities carried out by him in detail and completely and in the case of development activities he shall deliver the documents and settings which are necessary for manufacturing and processing delivery items (electronically, in an editable file format, such as, e.g., source codes of the software, diagrams, tool settings). All documents and samples made or obtained by the Contractor for processing the orders shall become the property of Frequentis Comsoft. The Contractor shall keep safe these documents carefully and make them available upon request.

17.3. With respect to the Contractor's standard products except for "COTS products" (products, applications or services which are available in national or international markets or which are the subject of a standardised release by the manufacturer and which have not been developed for a specific order and are usually ordered by indicating the item number or the like) including all modifications, Frequentis Comsoft may demand that all documents which are necessary for manufacturing and processing of standard products (electronically, in an editable file format, such as, e.g., source codes of the software, diagrams) are deposited with a depository agent of its choice on its account and on the basis of an escrow mandate according to which the depository agent is authorised to hand the deposited documents over to Frequentis Comsoft in the case of the Contractor's incapacity to act, liquidation or insolvency, discontinuation of further development or non-fulfilment of warranty obligations by the Contractor. In the case of a justified delivery of the documents the Contractor already at this point grants Frequentis Comsoft a non-exclusive right which is unlimited in time to modify the standard products and the deposited documents and to use the same in a changed or unchanged form including its administration and to adapt and further develop them to the extent Frequentis Comsoft is entitled to use the delivered standard products. Each time a new version of the standard products is delivered the documents shall be deposited anew within two months of commencement of use.

17.4. The Contractor guarantees that all deliveries are free of proprietary rights of third parties and, in particular, that no patents, licences or other proprietary rights of third parties are infringed by delivery or use of the delivery items (also with respect to open source products). The Contractor shall indemnify and hold harmless Frequentis Comsoft and its customers with respect to claims asserted vis-à-vis them on such ground (including costs of legal action). In the case a claim is lodged on the ground of infringement of proprietary rights the Contractor shall either put Frequentis Comsoft in a position to use the software free from any liability for infringement of industrial property rights or to replace the software by software that complies with the contractual requirements.

18. Warranty / Defects

18.1. The Contractor shall assume warranty of title and quality according to the statutory provisions. The Contractor shall warrant for itself, its subcontractors and suppliers careful and proper execution of the order, in particular compliance with the technical data, specifications and other design specifications of Frequentis Comsoft according to the state-of-the-art as well as quality and usefulness of the deliveries with respect to quantity, material, design and workmanship and of the documents pertaining to the delivery (such as, e.g., documentation, drawings). The Contractor warrants full execution free of defects as per the purchase order or delivery and compliance with all relevant statutory and official requirements at the place of destination and for the sales markets advised by Frequentis Comsoft.

18.2. Frequentis Comsoft shall not be obliged to inspect the deliveries and services of the Contractor or notify any defects immediately after delivery. The obligation to notify defects as defined in § 377 *HGB* [the German Commercial Code] shall therefore be excluded by agreement. Frequentis Comsoft shall not be obliged to carry out any additional qualifying examination beyond a sight and identity check.

18.3. If the deliveries and services of the Contractor are mainly to be forwarded to a third party without any changes, there shall be no obligation to carry out random tests. Frequentis Comsoft's obligation to examine and notify defects shall in any case be fulfilled if Frequentis Comsoft forwards any notices of defects it may receive from its customers to the Contractor immediately and not later than within 14 days of receipt.

18.4. The warranty period shall be 24 months from the time of complete delivery or from the day on which the acceptance report is signed. Deviating from §476 BGB [the German Civil Code] it shall be assumed that a defect which occurs within a period of two years of delivery or acceptance already existed at the time of delivery or acceptance unless proven otherwise. The Contractor shall be obliged to repair any and all defects which occur during the warranty period at his own risk and cost. In urgent cases, in particular avoid imminent risks and to prevent excessive damage, Frequentis Comsoft shall be entitled to repair itself the defects identified at the Contractor's cost. Signatures on delivery notes or return slips and payments shall constitute no acknowledgment of completeness or correctness of the delivery.

18.5. Due to a notice of defects the warranty period shall be interrupted until full repair of such defects and payment periods shall be interrupted unless a longer period has been agreed on a case-by-case basis.

18.6. Defective parts shall be delivered by Frequentis Comsoft DDP to the Contractor's registered office. The parts which have been repaired or replaced shall be returned to Karlsruhe DDP unless otherwise required (INCOTERMS 2010). The door-to-

door (repair and return) time for replacement or repair of a defective part must not exceed the original delivery period or a maximum period of 20 days.

18.7. If the same or a similar defect is identified in more than 3% (three percent) of equal components with the same specifications per order/call for delivery (so-called "serial defect"), the Contractor shall either improve or completely replace the components of the total batch concerned at its cost upon Frequentis Comsoft's request. This regulation shall apply throughout the entire life of the products.

18.8. If more than 3% (three percent) of a delivery is defective, the Contractor shall reimburse Frequentis Comsoft the additional costs incurred by Frequentis Comsoft particularly for the increased Quality control and increased effort for incoming inspections but also for labour, material and logistics of incoming deliveries for the later of (i) the subsequent three months and (ii) the subsequent three deliveries, however, at least until deliveries are fulfilled as agreed.

18.9. Assertion of additional claims for damages shall remain unaffected thereby.

19. Liability

19.1. The Contractor shall be liable according to statutory provisions for any and all damage to third parties caused by wilful intent or gross negligence by him or his subcontractors or agents as well as for any damage suffered by Frequentis Comsoft due to non-fulfilment of his delivery and service obligations and shall indemnify and hold harmless Frequentis Comsoft in this respect.

19.2. The Contractor undertakes to maintain a business liability insurance and a product liability insurance with extended cover with the sums insured per loss stated below for the term of the agreement to cover his liability risk as per the law and the agreement and to provide evidence of the same upon request:

  a) business liability insurance: minimum lump-sum of 1 (one) million Euros for personal injury and damage to property
  b) extended product liability insurance, including costs of installation and de-installation: minimum lump-sum of 1 (one) million Euros for personal injury and damage to property.

19.3. In case the deliveries and services include installation or construction works, the contractor undertakes to maintain a Local Erection All Risk (EAR) Insurance including extended maintenance under the local insurance regulations and the local law covering all related risks with a minimum lump-sum of 1 (one) million Euros. Frequentis Comsoft shall be co-insured as well as all subcontractors of the Contractor shall be co-insured. The extended maintenance insurance must cover the whole warranty period.

19.4. The Contractor covers all risks for deliveries according to the agreed Incoterms and therefore contracts the appropriate transport insurance.

19.5. For all insured events/losses of any year of coverage at least twice the sum insured stated above shall be available as insurance benefits.

19.6. The Contractor is explicitly informed about the fact that liability for damages arises to the extent provided for by law and the contractual provisions even in the case of insufficient insurance cover.

20. Product support, follow-up delivery

20.1. The Contractor shall inform Frequentis Comsoft about new available versions of the subject-matter of the agreement, modifications, new products and accessories free of charge for Frequentis Comsoft and report any defects known to him including a proposed correction measure without request for a period of 10 (ten) years from delivery and in the case of continuous obligations in any case for the entire term of the agreement.

20.2. The Contractor undertakes to keep available technically equivalent products and spare parts (equivalent as to form, fit and function) for a period of 10 (ten) years from expiration of the warranty period. The Contractor shall continue to be obliged to assist in the procurement of equivalent spare parts also after expiration of the said period of follow-up delivery. The Contractor's obligation to notify Frequentis Comsoft in writing in the case of modification/termination of any of his goods or services at least 12 (twelve) months in advance to enable Frequentis Comsoft to place orders of a volume which is sufficient for Frequentis Comsoft shall remain unaffected.

20.3. If the Contractor discontinues production of delivery items or spare parts or if he is unable to deliver for any other reason and unable to provide equivalent products or spare parts, it shall grant Frequentis Comsoft the right of emergency production. In that case Frequentis Comsoft shall acquire a transferable, free-of-charge, non-exclusive and irrevocable right to use the proprietary rights and know-how belonging to the Contractor required for emergency production. For that purpose the Contractor shall hand over all documents required for production and processing of the delivery items (electronically, in an editable file format, such as, e.g., source codes of the software, diagrams, tools and tool settings used) and make accessible the knowledge required.

21. Assignment of receivables, right of retention, offsetting

21.1. The Contractor must not assign his accounts receivable from Frequentis Comsoft to third parties. The Contractor shall have no rights of retention to the extent they are based on counterclaims from other legal transactions with Frequentis Comsoft. The Contractor may only offset claims against claims which have been acknowledged or ascertained by court.

22. Severability Clause / Partial Invalidity

22.1. If any provisions of these GTCP are invalid, ineffective, illegal or unenforceable, this shall not affect the validity of the remaining provisions. In such a case Frequentis Comsoft and the Contractor shall be obliged to replace the invalid, ineffective, illegal or unenforceable provision by a provision which comes as close as possible to the economic purpose of that provision in a legally permissible manner.

23. Sustainability and Corporate Social Responsibility

23.1. Frequentis Comsoft is obliged to carry out all its activities in accordance with sustainability and corporate social responsibility. Frequentis Comsoft also expects its Contractors to show ethical, ecological and social responsibility, to comply with the Declaration of Human Rights of the United Nations, the fundamental conventions of the International Labour Organization (ILO, a specialized agency of the UN) and the applicable labor laws. The contractor acts according to the principles of honesty and fairness, and according to the prevailing rules of fair competition and applicable anti-corruption provisions in business relationships.

24. Law, place of jurisdiction

24.1. German substantive law shall apply without any reference to other laws. UN Sales Law shall expressly be excluded. The competent court at Frequentis Comsoft GmbH address shall be the place of jurisdiction for any disputes.

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