

General Terms and Conditions

Part I:

General Terms and Conditions for Deliveries and Services

1. Applicability

- 1.1 All orders placed at the Company by the Customer for deliveries and services (as applicable) shall be made by the Prianto Inc. (hereafter: Prianto) solely under these terms and conditions.
- 1.2 They shall apply to all deliveries and services towards companies and persons with whom we shall enter into a business relationship.
- 1.3 It is agreed that the terms and conditions of Customer shall not apply, even if the Customer notes them with his order and Prianto does not object to them.
- 1.4 Approvals, side agreements and changes and amendments to these general terms and conditions must be issued in writing.

2. Products and Services

- 2.1 Offers by Prianto shall remain non-binding. Orders shall be binding for the Customer for 2 weeks. A contract shall only be established following a written order confirmation sent by Prianto via fax or email, at the latest once the Customer accepts delivery or the service is performed.
- 2.2 The contents and scope of the deliveries and services owed by Prianto shall be determined by the order confirmation.
- 2.3 Reasonable partial deliveries shall be permissible and may be charged separately.
- 2.4 Prianto shall reserve the right to make technical product changes, especially following new developments if the agreed performance data can be achieved. Reasonable changes to color and shape shall also be permitted.
- 2.5 Delivery and service dates shall be non-binding. Prianto shall only fall behind if Prianto is at fault for the delay, the Service is due and the Customer unsuccessfully provided Prianto with an appropriate grace period (14 days) in writing.
- 2.6 Delivery and service dates shall be extended appropriately for Prianto in case of disruptions caused by force majeure and other obstacles for which Prianto is not responsible, such as disruptions to the self-delivery of suppliers, strikes, lockouts or other operational disturbances.
- 2.7 Prianto reserves the right to withdraw from the contract if the delivery and service delays caused by such events last longer than six weeks.
- 2.8 In case of minor negligence, the Customer shall have no claims to damages due to delivery or service delays. If the delay was not caused by an intentional contractual violation by Prianto, liability shall be Inc. to foreseeable, typically occurring damages, but to no more than 3% of the delivery value affected by the delay. We shall be liable according to legal regulations in case of delays caused by us through intentional or grossly negligent contractual violations.

2.9 The Customer must ensure the orderly acceptance of services on time. Should this not be made, liability by Prianto shall be excluded. The Customer shall support Prianto free of charge to the best of his ability in performing the agreed services and provide any information and documents that are of relevance without solicitation. Should the Customer violate his cooperation duties, Prianto shall be under no obligation to provide its services. In such cases, we reserve the right to claim damages. Furthermore, the risk of accidental loss or accidental deterioration of the purchasing object shall be transferred to the Customer should he delay acceptance.

2.10 Defect-free products may not be returned.

3. Prices and Payment Terms

3.1 The prices included in Prianto's order confirmation shall be authoritative.

3.2 All prices are plus VAT ex-works by Prianto. Customary trade packaging of the supplied products is included in the prices. Other additional services or costs, especially freight costs, tolls and recycling and implementation fees shall be charged to the Customer separately according to the current terms and conditions found on www.prianto.com.

3.3 Prianto shall reserve the right to raise prices if cost increases occur after contract conclusion—especially due to supplier price increases or exchange rate fluctuations. Prianto will provide proof of this on request.

3.4 If a credit limit has been granted and no deviating payment agreements have been made, payments are due 10 days after the invoice date without any deduction. Invoices shall be issued upon delivery. If the customer exceeds the payment periods granted, interest of 8 % p.a. above the base interest rate of the European Central Bank applicable at the time on the purchase price shall be owed from the due date without further reminder. In addition, 15 USD processing fees will be charged from the third reminder onwards. Should a fourth and fifth reminder be issued, the processing fees shall be increased by a further 15 USD each. The right to claim further damages remains unaffected.

3.5 Irrespective of other terms and conditions of the Customer, Prianto may first deduct payments from the Customer's existing debts. If costs and interest payments were already incurred through the delay, Prianto may deduct the payments first from the costs, then from the interest charges and finally from the main service.

3.6 The Customer may only offset undisputed or legally established claims. The Customer may only exercise a right of retention against counterclaims that are based on the same contractual relationship.

3.7 If payment terms are not followed without a justifying reason, Prianto may demand advance or security payments at any time at its discretion. Any unpaid claims, including those agreed to for installments, shall become due immediately.

3.8 A payment target granted to the Customer requires a sufficiently covered credit limit for each individual order. Should the order exceed the credit limit, Prianto reserves the right to charge the remaining order value in advance. In case of subsequent credit rating changes, Prianto may change the agreed payment terms, demand advance or security payments or withdraw from the contract in case of non-fulfillment.

4. Delivery, Review and Risk Transfer

4.1 Deliveries will be made ex-works on the account and at the risk of the Customer, unless stated otherwise in the order confirmation. The risk transfer shall not be affected by free deliveries. On demand and at the expense of the Customer, delivery insurance can be provided for the purchased object.

4.2 The Customer must immediately review the goods upon receipt for completeness and correspondence to the delivery documents and check them for defects.

- 4.3 Should no written complaints be made within four days after the delivery note date, the goods shall be considered properly and fully delivered, unless the defects were not detectable during inspection.
- 4.4 The risk of damage or loss of the purchasing object shall be transferred from Prianto to the Customer when handing the object over to the carrier.
- 4.5 If the delivered goods display visible damages or are missing parts, the Customer must report this on the carrier's delivery receipt in writing. This receipt must clearly note the damaged or missing parts (Damage Notice according to Section 438 of the German Commercial Code (Handelsgesetzbuch)).
5. Warranty
- 5.1 The condition of the purchased object shall be agreed to via the product description of the manufacturer.
- 5.2 Prianto shall ensure that the contracted products feature no significant defects and are suitable for the use stated in the contract or for ordinary usage. The partners are aware that, according to the state of technology, software errors cannot be excluded from all areas of application.
- 5.3 Prianto shall provide no guarantee for the functions of the software meeting the requirements of the Customer or that the contracted products work together in the selection made by the Customer. Prianto shall generally owe no installation/configuration services, unless agreed to otherwise in writing. Advisory services by Prianto shall be made free of charge and shall not be binding. Liability, especially for the functionality of the individual products with/among each other shall thereby not be guaranteed.
- 5.4 Material defect claims shall not be granted—for insignificant deviations from the agreed condition or for non-essential limitations on usability—if the product is altered or improperly installed, maintained, fixed, used or exposed to environmental conditions by the Customer that do not correspond to the manufacturer's installation conditions, unless the Customer can prove that these circumstances are not the cause of the defect.
- 5.5 Warranty claims shall expire if the serial number, type description or other markings are removed or made illegible.
- 5.6 Liability for material defects shall only be assumed if the cause of the defect was present before the risk transfer. Prianto shall assume no liability for advertising claims by the manufacturer.
- 5.7 Should material defects occur, rectifications shall first be made before replacements are made at Prianto's discretion. Replaced parts shall become the property of Prianto. Should Prianto be unable to provide rectification or replacements, or if this would incur unreasonable expenses, or should Prianto fail to remedy the defects within an appropriate grace period granted in writing, the Customer may have the purchasing price lowered or may withdraw from the contract. Should Prianto supply a replacement product for rectification, the Customer must surrender the defective product and provide value replacement compensation for benefits of use. Should the Customer withdraw from the contract, the purchasing price minus the value replacement benefits of use shall be credited to him. The benefits of use shall be determined by the ratio between the usage of the object by Customer to the projected total usage duration.
- 5.8 Any additional costs resulting from rectification or replacement deliveries (e.g., transportation costs, packaging costs) shall be borne by the Customer, unless they are disproportionate to the order value.
- 5.9 The warranty terms of the above-stated Numbers 5.1 to 5.7 shall also apply to the performance of service work. If the agreed works do not exhibit the contractual functions or characteristic service features, Prianto shall especially remedy defects at its own discretion or perform new services. Should rectification fail, the Customer shall have no claims to reduced compensation or service replacement by himself after rectification. Contract withdrawal or claims to expense refunds due to insignificant defects after defect rectification by the Customer himself shall be excluded.

- 5.10 Unless agreed to otherwise individually, material defect claims shall expire after 12 months. The expiration period shall begin after delivery/acceptance. Should the goods be part of a consumer goods purchase, the rights of the Customer granted by Sections 478,479 of the German Civil Code (Bürgerliches Gesetzbuch) shall remain unaffected. If in doubt, the Customer must prove to Prianto that a consumer goods purchase was made. Material defect claims may only be transferred by Prianto's permission. Prianto shall transfer guarantees and warranties from the manufacturer. Prianto shall provide no guarantees beyond the manufacturer guarantee.
- 5.11 Should material defect claims against Prianto prove unjustified, especially because goods were not purchased through Prianto or because material defect claims expired or were not established, Prianto may return the goods at the expense and at the risk of the Customer and charge an expense allowance of 60 Euros for processing and review. The Customer may prove that fewer expenses were incurred. Repairs not made due to material defect liability shall be subject to a fee. Cost estimates must be reimbursed by the Customer.
- 5.12 The exact procedure when claiming material defect liability and fee-based repairs shall follow the RMA policy which can be found at www.prianto.com
- 5.13 Any further claims by the Customer other than those in these terms and conditions, irrespective of the legal reason, shall be excluded, unless stated otherwise in these regulations. Legal regulations on consumer goods purchases shall remain unaffected.
6. Commercial Property Rights/ Copyrights
- 6.1 The Customer may not alter or copy (with the exception of backups) the software or adjust it for use on incompatible hardware or edit it in any other way.
- 6.2 Software rental contracts require Prianto's prior written permission. Software leasing contracts may only be concluded as part of the respective manufacturer terms or under the respective legal regulations.
- 6.3 The use of any software shall be subject to the respective licensing terms of the manufacturer. The Customer must agree to adhere to these licensing terms and to charge his customers with the same obligations. He must report any breaches of contract by his customers to Prianto immediately.
- 6.4 The Customer may neither remove, alter or cover notices on the contractual products about copyright and brand or other protective rights or make them illegible. The Customer may only use included documentary material for commercial purposes with Prianto's prior written permission.
- 6.5 Prianto shall assume no liability in case the contracted products violate commercial protective rights or third-party copyrights. The Customer must immediately inform Prianto of any claims asserted against Prianto for these reasons.
- 6.6 If the delivered products were produced according to plans or specifications by the Customer, the Customer must release Prianto from any third-party claims asserted due to the violation of these commercial protective or copyrights. Appropriate advance payments must be provided for any legal costs.
7. Liability Limitation
- 7.1 If not stated otherwise in the following regulations, further claims by the Customer—irrespective of the legal reason—shall be excluded. Prianto shall not be liable for damages that did not occur on the delivery object itself. Prianto shall especially not be liable for loss of data, earnings or other asset damages of the Customer.
- 7.2 This liability release shall not apply if damages were caused through intent or gross negligence by Prianto or if Prianto violates essential contractual obligations through minor negligence. It shall also not apply if claims are asserted under the German Product Liability Act (Produkthaftungsgesetz) or due to an impossibility for which Prianto is responsible or for physical injuries resulting from a breach of duty by Prianto or its agents or representatives.

- 7.3 Liability in accordance with Number 7.2 Sentence 1 shall be Inc. to foreseeable and typically occurring damages during contract conclusion for grossly negligent contractual violations or for minor negligence for breaches of essential contract duties.
- 7.4 Should Prianto's liability be excluded or Inc., this shall also apply to the personal liability of its employees, representatives and agents.
- 7.5 In any case, Prianto's compensation obligations for material damages for which it is responsible shall be Inc. to the insured sum of the business and product liability insurance concluded by Prianto. Prianto shall report the respective insured sum to the Customer in individual cases upon request.
- 7.6 Prianto shall not be liable for loss of data or its retrieval if such damages would not have occurred if the Customer had taken proper data protection measures. Proper data protection requires the Customer to constantly secure his data according to the current state of technology, especially by making backup copies in machine-readable form, so that this data can be restored with reasonable effort. In any case, liability for data losses shall be Inc. to typical restoration expenses that would have been incurred through proper data protection.
8. Retention of Title
- 8.1 The delivered products shall remain the property of Prianto until the fulfillment of all—including future—claims from the contract and the entire business relationship with the Customer.
- 8.2 The Customer may sell conditional goods within the scope of orderly business transactions under retention of title. The Customer shall hereby assign his future claims from transferring the conditional goods from the transfer of the conditional goods at the respective invoice amount including VAT until the complete payment of all security claims by Prianto in Number 8.1. The Customer may also collect the claims after their assignment. Prianto's authorization to collect the claims itself shall remain unaffected. However, Prianto may not collect the claims as long as the Customer meets his payment obligations, does not fall behind with payments and, especially, as long as no insolvency proceedings are launched against him or if payments are not suspended. However, should this be the case, the Customer must disclose the name and address of his customers and the type and scope of his claims against them on Prianto's request. Any related documents must be provided to Prianto. The assignment must be reported to the customers.
- 8.3 The Customer may not pledge or chattel mortgage conditional goods. Should third parties access the conditional goods or should insolvency proceedings be launched against the assets of the Customer, the Customer must note that the conditional goods are the property of Prianto and immediately inform Prianto of this in writing.
- 8.4 Only Prianto may connect, combine, process or restructure the conditional goods. In such cases, Prianto shall acquire a co-ownership share to the finished goods or new products corresponding to the ratio between the value of the conditional goods to the value of the finished goods or new products.
- 8.5 In case of anti-contractual behavior, especially in case of payment delays, even for other or future products or services by Prianto to the Customer or hints of worsening of the Customer's financial circumstances, Prianto may demand that the Customer return the delivered conditional goods. Exercising the rights of retention or surrender demands shall not constitute contract withdrawal. However, irrespective thereof, Prianto shall reserve the right to assert damage claims and withdraw from the contract. Any costs of returns or disposal shall be borne by the Customer. To assert these rights, Prianto may enter the offices of the Customer and seize the conditional goods or demand that the Customer pledge his surrender claims against his customers to Prianto.
- 8.6 The Customer must treat conditional goods with care. He must especially provide appropriate fire, water and theft insurance coverage for their replacement value at his expense. Objects delivered for testing and demonstration purposes shall remain the property of Prianto. The Customer shall be responsible for the orderly storage of the objects and may use the objects only to the agreed extent.
- 8.7 Rights of retention do not apply to deliveries paid for in advance by the Customer.

9. Export and Import

- 9.1 All contracted products and technical know-how shall be delivered by Prianto under adherence to the currently valid German Foreign Trade Act (Außenwirtschaftsgesetz)/Foreign Trade Ordinance (Außenwirtschaftsverordnung)/EC Dual-Use Regulation and US export regulations and shall be designated for use and distribution by the Customer in the agreed country of delivery. Should the Customer intend to re-export contract products, he must adhere to US, European and national export regulations. The re-export of contract products—whether individual or in system-integrated form—contrary to these regulations shall be prohibited.
- 9.2 The Customer must inform himself of the currently valid regulations on his own (German Federal Export Office, 65760 Eschborn/Taunus or the US Department of Commerce, Office of Export Administration, Washington D. C. 20230). Irrespective of whether the Customer states the final destination of the delivered contract products, the Customer shall be responsible for obtaining any required permits from the respective foreign trade authorities before exporting such products. Prianto shall be under no disclosure obligations.
- 9.3 Any further delivery of contract products by the Customer to third parties with or without knowledge of Prianto requires the simultaneous transfer of export permit terms. The Customer shall be fully liable for non-compliance with the respective regulations.
- 9.4 Without prior official approval, the Customer may not deliver contract products directly or indirectly into countries subject to a US trade embargo or to natural or legal persons in these countries or to natural or legal persons on US, European or national prohibited persons lists (e.g., "Entity List", "Denied Persons List", "Specifically Designated Nationals and Blocked Persons"). Furthermore, contract products may not be delivered to natural or legal persons in any relation to the support, development, production or use of chemical, biological or nuclear weapons of mass destruction.

10. Income Taxes/Import Turnover Taxes

- 10.1 Customers with registered offices outside of Germany must adhere to the regulations on income taxes/import turnover taxes of the respective economic areas when purchasing the products and must especially disclose their VAT ID Number and required information without solicitation. In case of non-compliance, the Customer must refund any costs/damages incurred thereby.

11. Severability Clause

- 11.2 Should individual regulations of this contract prove invalid in whole or in part or should gaps be discovered, the validity of the remaining regulations shall remain unaffected. The invalid regulation or the gap shall, as far as legally permissible, be replaced with an appropriate regulation that most closely approximates what the contract parties intended or would have wanted according to the purpose and spirit of the contract if they had thought of this point.

12. General Provisions

- 12.1 The Customer may not assign claims from this contract. The place of fulfillment and jurisdiction shall be Munich if the Customer is a merchant. However, Prianto may sue the Customer at any other legal place of jurisdiction.
- 12.2 The laws of the Federal Republic of Germany shall apply. The UN Vienna Convention (UNCITRAL) on the International Sale of Goods shall be excluded.
- 12.3 Prianto Code of Conduct – Prianto and its business partners shall comply with the principles of business ethics as well as applicable national and international law and shall comply with the industry guidelines outlined in the Prianto Code of Conduct which is valid for all Prianto employees and businesses acting on behalf of Prianto.
- 12.4 General Terms and Conditions of Prianto Group on Products and Services valid: 09.05.2018

Part II: Special Terms and Conditions for Services

In addition to the provisions in Part I of these General Terms and Conditions, the following provisions apply if Prianto Inc. has agreed to provide services.

13. Scope of the services

- 13.1. The services to be performed exclusively relate to products or system configurations that are specified in more detail in the contract (manufacturer, type, serial number and device number).
- 13.2. Prianto Inc. shall perform the services at its own discretion and according to its own criteria. Unless the parties have agreed otherwise in writing, Prianto Inc. shall perform the services either by telephone or on-site with the customer. A remote maintenance solution can be implemented after consultation with the customer. Prianto Inc. does not assume any responsibility for the functionality and security of the remote maintenance lines outside of its business operations, unless the parties have agreed otherwise in writing.
- 13.3. In the event of a release update, the customer must possess or acquire the corresponding user licenses for the software to be installed.
- 13.4. The customer is obligated to inform Prianto Inc. in writing in good time about any change to the installation location for the products or systems covered by the contract. If the customer intends to modify or enhance a product or its composition that is covered by a service contract, the customer shall inform Prianto Inc. immediately. If these modifications or enhancements make it difficult or impossible for Prianto Inc. to perform the services, Prianto Inc. shall no longer be obligated to provide the services. In this case, Prianto Inc. shall – insofar as it is technically and operationally feasible – issue the customer with a quotation for the provision of services for the modified or enhanced partial or complete system. If the parties do not agree on the provision of services for the modified or enhanced partial or complete system, this will not have any effect on the service charges to be paid by the customer.

14. Service hours

- 14.1. Prianto Inc. shall perform the services from Monday to Friday from 9:00am to 5:00pm except on those public holidays observed throughout Germany (hereinafter: “service hours”) unless otherwise agreed.
- 14.2. Any times specified in service level agreements (e.g. response times) are only valid during the agreed service hours. Customer requests received outside of the agreed service hours will be handled as if they had been received at the start of the following service hours. If the end of the time specified in a service level agreement is outside the service hours, the time specified in the service level agreement is interrupted and begins again at the start of the next service hours, unless agreed otherwise by the parties.
- 14.3. If Prianto Inc. is not able to perform the services during the times specified in the service level agreement despite its best efforts, Prianto Inc. shall be entitled, within the times specified in the service level agreement and at its own discretion, to provide a comparable interim solution during the transition phase instead of the contractually agreed services.

15. Acceptance of services performed

- 15.1 The customer shall confirm every single service performed on the basis of this contract by signing the submitted work sheet. The service is considered to have been accepted when the work sheet is signed, i.e. performed flawlessly or only with minor defects. The customer shall immediately report any defects that have been identified in writing.

16. Obligations of the customer

- 16.1. The customer shall provide Prianto with any required and appropriate support – as far as reasonably possible – for the performance of its contractual duties and obligations.
- 16.2. The customer is responsible for backing up the entire data set before the performance of the services.
- 16.3. If a service cannot be performed or can only be performed at a later date due to reasons within the area of responsibility of the customer, Prianto Inc. shall invoice the customer for the resulting and documented expenses.

17. Warranty

- 17.1. Prianto guarantees that the services to be provided as part of this contract are free from any defects that would nullify or substantially reduce their value or suitability for fulfilling the contractual purposes.
- 17.2. If a service to be performed as part of the contract has a defect, Prianto is obligated to rectify the defect. If the remedy or rectification of the defect is unsuccessful or if Prianto is unable to rectify the defect or if such action is delayed beyond a reasonable deadline for reasons for which Prianto is not responsible, the customer is entitled to withdraw from the contract or to demand a corresponding reduction in the price.
- 17.3. Claims for defects and for the rectification of defects lapse one year after acceptance of the service, unless agreed otherwise.

18. Liability

18.1 Prianto is only liable for damages that did not occur to the contractual object, irrespective of their legal basis, in the event of:

- gross negligence or deliberate infringement of obligations
- culpable infringement of fundamental contractual obligations
- the assumption of a guarantee for the quality of the work
- culpable injury to life, limb or health
- fraudulent concealment of defects
- claims in accordance with the Product Liability Act (Produkthaftungsgesetz)

All other claims for damages are excluded.

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