

GENERAL SALES TERMS AND CONDITIONS

1. APPLICABILITY TERMS AND CONDITIONS

These general terms and conditions ("Terms") of Adimec Holding B.V. ("Adimec") apply to and form an integral part of all quotations and offers regarding any goods or services (collectively "Products") delivered by Adimec and its subsidiaries to our customers ("Buyers"). Unless Adimec and the Buyer ("Parties") have deviated expressly from these general sales terms and conditions, these terms and conditions are applicable. Any changes to these terms must be agreed upon in writing by both parties in order to be effective. The applicability of the general purchase terms and conditions of the Buyer is explicitly excluded.

2. QUOTATIONS; OFFERS

2.1 Unless otherwise agreed upon, quotations are valid for 30 days. Quotations are made by best effort and might be subject to change. In general, quotations submitted by Adimec are without any commitment. **2.2** Adimec will be bound by offers made by it, if acceptance hereof by the Buyer is confirmed in writing by an authorized representative of Adimec within 5 working days, either by sending the confirmation of the order or the invoice concerning the order.

2.3 Prices stated in a quotation do not include any applicable value added tax excise, other taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect to the Products which the Buyer shall be additionally liable to pay to Adimec. **2.4** Adimec reserves the right to make any changes in the specification of the Products which are required to conform to any applicable safety or other statutory or regulatory requirements or, where the Products are to be supplied to Adimec's specification, which do not materially affect their quality or performance. These changes will be communicated to the Buyer before delivery. **2.5** Illustrations, photographs or descriptions, whether in documents or other communication tools (e.g. Adimec's website), issued by Adimec are intended as a guide only, and the contents shall not be binding on Adimec. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Adimec shall be subject to correction without any liability on the part of Adimec. **2.6** Adimec reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Adimec due to changes in delivery dates, quantities or specifications for the Products which is required by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Adimec adequate information or instructions. **2.7** All special technical requirements made by the Buyer of the Products to be delivered which deviate from the standard requirements should be explicitly stated by the Buyer when concluding the contract of sale. **2.8** An order placed by the Buyer may not be withdrawn, cancelled or altered prior to acceptance by Adimec in writing and on terms that the Buyer shall indemnify Adimec in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by Adimec as a result of cancellation.

3. COMPLIANCE TO LEGISLATION AND REGULATIONS

3.1 Adimec and the Buyer carry the responsibility for complying with their own local legislation and regulations, including but not limited to the importation of the Products into the country of destination and for the payment of any duties thereon. **3.2** When placing the order, the Buyer must advise Adimec in writing of any special legal, administrative or regulatory requirements applying in the territory in which the Buyer is to import, use or sell the Products, and the Buyer must advise Adimec immediately of any change made in such requirements. **3.3** By accepting Adimec's offer, entering into any agreement and/or accepting any Products, the Buyer agrees that it will not deal with the Products and/or documentation related thereto in violation of any laws and regulations including applicable export or import control laws and regulations. The Buyer acknowledges that specific attention will be paid to comply with the "Arms Export Control Act" (AECA), including the "International Traffic in Arms Regulation" (ITAR) of the US Department of State, and with the "Export Administration Act" (EAA), including the "Export Administration Regulations" (EAR) of the US Department of Commerce. The Buyer undertakes the necessary measures not to offer the Products in any country or to any person or party if the Buyer knows, has reason to believe or could have known that this is not in compliance with these legislation and regulations, e.g. Adimec Product shall not be delivered in any form to know unreliable countries in relation to applications of mass destruction nor to any of the countries mentioned in group E1, page 7 of <http://www.gpo.gov/bis/ear/pdf/740spir.pdf>. (for further information, see: http://www.pmdctic.state.gov/embargoed_countries/index.html and <http://www.bis.doc.gov/dpl/thedenialist.asp>).

4. DELIVERY

4.1 Delivery will be made Ex Works (EXW). The insurance regarding the delivery outside the Netherlands is the Buyer's responsibility. Adimec does not bear the risk of damage to or loss of the Products in case of delivery at EXW. The risk of damage to or loss of the Products shall pass to the Buyer in accordance with the relevant provisions of Incoterms. **4.2** Delivery will be made in accordance with the Incoterms as fixed by the International Chamber of Commerce (ICC). **4.3** The Buyer will be obliged to take delivery of the Products purchased at the moment these are delivered to the Buyer or at the moment at which these are made available to the Buyer according to the contract. If the Buyer refuses to take delivery of the Products, even though the delivery is according to contract and documentation is in place, or the Buyer fails to give information or instructions required for delivery, the Products will be stored at the expense and risk of the Buyer. In such a case, the Buyer shall be liable for all additional costs, including any storage costs. **4.4** The Buyer agrees that Adimec may import Products directly from Adimec Advanced Image Systems B.V., a Netherlands full subsidiary of Adimec Holding B.V. **4.5** Adimec shall not be liable for any costs incurred for whatever reason after delivery of the Products is deemed to have taken place. Where Products are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases to such charges, or in the rates for such charges, arising after the date of the contract and before the Products are delivered or arising through deviation to a new destination necessarily or at the Buyer's request or through any delay, however caused, shall be subject to the absolute discretion of Adimec for the Buyer's account. Surcharges which are not included in the freight rate will be for the Buyer's account. **4.6** Delivery dates communicated or acknowledged by Adimec are approximate only. Adimec will use commercially reasonable efforts to ship for delivery on the dates indicated; however, Adimec will not be liable for any damage in case delivery times are not met. **4.7** Adimec is permitted to deliver Products by installments but should inform the Buyer at an early stage. This does not apply if a partial delivery has no intrinsic value. If Products are delivered by installments, Adimec will be entitled to invoice each delivery separately. **4.8** If Products are delivered to the Buyer for evaluation purpose for free and the Products are not returned on time and/or are not in an undamaged condition, Adimec has a right to invoice at a reasonable price.

5. INTELLECTUAL PROPERTY

5.1 By delivering a Product to the Buyer, Adimec is not conferring to the Buyer any ownership or right to use any intellectual property (including without limitation any patent, copyright, trademark or trade secret right) embodied in or relating to such Product, except to the extent required for the Buyer to use the Product in accordance with its user documentation. The Buyer agrees: (i) not to remove or alter any proprietary rights or other notices of Adimec contained on or in any Product; (ii) not to use any trademark or service mark of Adimec without Adimec's prior written consent; (iii) not to share any Adimec price or Product performance data with any third party without Adimec's prior written consent; (iv) not to resell or otherwise transfer to any third party (other than your affiliate), either on a standalone or OEM basis, any Product acquired hereunder unless otherwise expressly agreed upon; (v) not to alter or to imitate any Product or part of it which includes reverse engineer, disassemble or any other attempt to derive functional or design information or technical specifications

from any Product delivered hereunder. **5.2** If the Products delivered to the Buyer include software, Adimec hereby grants the Buyer a non-exclusive, non-transferable license to use such software solely in connection with the Buyer's use of Adimec's hardware in accordance with its user documentation, and for any other purposes explicitly agreed upon in writing. Unless otherwise expressly agreed upon in writing, the Buyer may not: (i) sublicense or transfer any part of the software to any third party; (ii) modify or create derivative works of the software; (iii) resell or distribute the software, either on a standalone basis or bundled with other products; (iv) use the software to provide services to any third party; (v) use the software other than in conjunction with the Adimec hardware for which it was intended; (vi) use the software other than in accordance with its user documentation; (vii) reverse engineer, disassemble or otherwise attempt to derive the source code or logical structure of the software. Unless otherwise agreed upon in writing, Adimec will not be required to provide any technical support, maintenance or other assistance with respect to the software. Any such assistance that Adimec agrees to provide shall be on a time plus materials basis at rates to be agreed upon.

6. CONFIDENTIALITY AND USE/SALE RESTRICTION

6.1 The Products may not be demonstrated or sold to any manufacturer of cameras or similar company, without Adimec's explicit agreement. **6.2** The Buyer undertakes to Adimec that: (i) the Buyer will regard as confidential the contract and all information obtained by the Buyer relating to the business and/or Products of Adimec and will not use or disclose to any third party such information without Adimec's prior written consent, provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default. The Buyer will not use the confidential information of Adimec for any purpose other than that agreed upon by the parties and in conformance with the purchase transaction contemplated herein; (ii) the Buyer will not use or authorize or permit any other person to use any name, trademark, house mark, emblem or symbol which Adimec is licensed to sue or which is owned by Adimec upon any premises, notepaper, visiting cards, advertisements or other printed matter, or in any other manner whatsoever, unless such use was previously authorized in writing by Adimec and (where appropriate) its licensor; (iii) the Buyer will use all reasonable endeavors to ensure compliance with this condition by its employees, servants and agents. This condition shall survive the termination of the contract.

7. DISCHARGE OF THE CONTRACT AND/OR ORDER CONFIRMATION

7.1 The claims of Adimec on the Buyer will be immediately due for payment in the following cases: (i) if, after the conclusion of the contract, circumstances come to the attention of Adimec which give Adimec reason to fear that the Buyer will not meet with the Buyer's obligations; (ii) if, after the conclusion of the contract, Adimec has requested the Buyer to furnish security for payment and this security has not been provided or has not been sufficiently provided. In such cases, Adimec will have the right to suspend further performance of the obligations or to set the contract aside, all this without prejudice to the right of Adimec to claim damages. **7.2** If any circumstances occur, concerning persons and/or materials which Adimec uses or is in the habit of using for performing the obligations, which are such that the performance of the obligations becomes impossible or so difficult and/or disproportionately expensive that compliance with the obligations cannot be reasonably demanded, Adimec will be entitled to set the contract aside without being liable for any damages resulting from this.

8. WARRANTY

8.1 Adimec warrants that the Products delivered are free from fault in design, material and manufacturing for a period of 1 year after delivery. **8.2** Adimec's sole responsibility with respect to the failure of any Product to meet such warranty shall be to repair or replace the Product within a reasonable period of time or, if it is unable to do so, refund the amount paid by the Buyer for such Product. The foregoing warranty shall not apply in the case of any damage to the Product caused by the Buyer, the agent of the Buyer or any other third party. The warranty period on repairs is 90 days. **8.3** In no event will Adimec be liable for any incidental, consequential, indirect or special damages arising in connection with any transaction subject to these general terms and conditions, regardless of the theory of liability, nor will Adimec be liable for any direct damages exceeding the total amount of the original invoice value.

8.4 The warranty will not apply if the damage is the result of inappropriate use or modified form, or when the use was not in accordance with the user documentation. **8.5** Adimec makes no other representations and warranties of any kind, express or implied, and hereby expressly disclaims, into the fullest extent permitted by applicable law, all other warranties, including without limitation the implied guarantees of merchantability, non-infringement and fitness for a particular purpose. **8.6** Outside of the warranty period, any repairs will be subject to Adimec's then current repair rates, terms and conditions.

9. RETENTION OF OWNERSHIP

9.1 The Products delivered by Adimec will remain the property of Adimec until the Buyer has fulfilled all the obligations emanating from the contract of sale, including but not limited to the payment(s) concerning the Products delivered.

9.2 Products delivered by Adimec, on which title has been reserved to the seller according to 9.1, may only be resold in the ordinary course of business. The Buyer will not be entitled to pledge the Products or to vest any other rights in the Products. **9.3** If the Buyer does not meet its obligations or if well-founded fears exist that it will not do so, Adimec has a right to recover or have recovered the Products delivered, in which the right to retain ownership as mentioned in section 9.1 has been vested, from the Buyer or a third party holding the Products on behalf of the Buyer. The Buyer is obliged to lend full cooperation in this respect under penalty of a fine of 10% per day of the sum owed by the Buyer. **9.4** If third parties wish to vest any right, or to assert any right, in the Products delivered under retention of ownership, the Buyer will be obliged to inform Adimec as soon as reasonably possible. **9.5** The Buyer will be obliged on first request of Adimec: (i) to insure and keep insured the Products delivered under retention of ownership against damage of fire, explosion and water, and also against theft, and to make this policy available for inspection by Adimec; (ii) to pledge to Adimec all claims of the Buyer against the insurer concerning the Products delivered under retention of ownership, in the manner prescribed by Article 3: 239 of the Netherlands Civil Code; (iii) to pledge to Adimec all claims that the Buyer obtains against its customers at the resale of the Products delivered by Adimec under retention of ownership, in the manner prescribed by Article 3: 239 of the Netherlands Civil Code; (iv) to identify the Products delivered under retention of ownership as the property of Adimec; (v) to lend cooperation in any other way to all reasonable measures which Adimec wishes to take in order to protect its ownership of the Products, which do not unreasonably interfere with the performance of the Buyer's business.

10. DEFECTS; COMPLAINT PERIOD

10.1 The Buyer should check the Products purchased on delivery, or as soon as possible thereafter. In doing so, the Buyer must ascertain whether the supply meets the terms of the contract, namely: (i) whether the correct Products have been delivered; (ii) whether the Products delivered are in accordance with the quantity agreed; (iii) whether the Products delivered meet the agreed upon quality requirements or, in their absence, the quality requirements for normal use and/or commercial purpose. **10.2** If any visible defects or faults are established, the Buyer should report these to Adimec within 10 days after delivery. All claims regarding Products included in a shipment made hereunder will be deemed waived by the Buyer unless written notice thereof is given to Adimec within 10 days after delivery. **10.3** Any invisible defects are to be reported to Adimec immediately after discovery, and before the termination of the term of guarantee. **10.4** Even if the Buyer submits a claim within the period specified, the Buyer's obligation to pay and to take delivery of existing orders will

remain. **10.5** Before the Buyer returns any Product an Adimec representative should be contacted to issue an RMA (Return Material Authorization) number. Returns without an RMA number will not be accepted.

11. PAYMENT

11.1 Payment must be made within 30 days after the invoice date, by transferring the sum owed to an account number stated on the invoice by Adimec (the amount should appear on Adimec's account by Day 30 at the latest). **11.2** Adimec reserves the right to change payment terms if payments are not made on a timely basis. Adimec also reserves the right to refuse, delay or cancel order requests and shipments and/or terminate all contractual obligations on the basis of the Buyer's credit worthiness (to be judged solely by Adimec's management) with no liability to Adimec whatsoever. In such a case, Adimec may give notice in writing to the Buyer that no further credit will be allowed to the Buyer; in this event, the Buyer shall be required to give security deposits for Products already shipped and no further Products will be delivered to the Buyer other than against cash payment, and not withstanding any payment terms contained in the contract, all amounts owed by the Buyer to Adimec shall be immediately payable in cash. **11.3** 30 days after the invoice date, the Buyer will be in default; from the moment of being in default, the Buyer will owe interest on the sum due at the interest rate of 1.5% per month or the highest rate allowable by law. **11.4** In case of liquidation, bankruptcy or a moratorium of the Buyer, the obligations of the Buyer will be immediately due for payment. **11.5** Payment is expected without any deduction or settlement (so no discount is allowed for early payment unless agreed to in writing by Adimec) and in the currency of the price stated in the sales contract or invoice issued by Adimec. **11.6** Any payments made by the Buyer must, first and foremost, settle all interest and costs due and secondly, must settle any invoices due for payment starting with the longest unpaid, even if the Buyer states that the payment relates to a subsequent invoice.

12. COLLECTION COSTS

12.1 If the Buyer fails or is in default in performing one or more of the Buyer's obligations, all reasonable expenses for obtaining payment out of court will be borne by the Buyer. **12.2** The Buyer will be liable to Adimec for the judicial costs in court in all instances incurred by Adimec, unless the costs are unreasonably high. This will only apply if Adimec and the Buyer conduct proceedings in court with respect to a contract to which these conditions apply and a legal judgment becomes final at which the Buyer is fully or predominantly put in the wrong.

13. LIABILITY

13.1 Adimec will be solely liable to the Buyer as follows: (i) for damage caused by a failure in the Products delivered, solely the liability as stipulated in section 8 (Guarantee) of these general conditions of sale will apply; (ii) if damage is caused willfully or through gross default by Adimec or its executive staff.

13.2 Technical assistance, if any, furnished by Adimec in connection with the sale of Products hereunder shall be furnished for the accommodation of the Buyer, and the Buyer assumes all liability for the proper application of such information. The Buyer shall indemnify and hold Adimec harmless from and against any claims, demands, or liability arising out of or in connection with the Buyer's use of any technical assistance furnished by Adimec, unless damages are caused by gross negligence or deliberate acts from Adimec's part or by Adimec's lawful representatives or employees. **13.3** The liability of Adimec will be limited to the amount of the payment made by the insurance, insofar as this liability is covered by the insurance. If the insurer does not cover or does not pay out damages in any circumstance, the liability will be limited to the invoice value. **13.4** Adimec does not warrant that any Product is suitable for further export. The Buyer agrees to be solely responsible, at the Buyer's own expense, for compliance with and obtaining of any and all authorizations required by U.S. and foreign export control laws and all related regulations in relation to the purchase, delivery, export and use of the Products after Adimec has delivered the Products to the location agreed upon with the Buyer.

14. FORCE MAJEURE

14.1 Force majeure is understood to mean circumstances which prevent performance of the contract, and for which Adimec cannot be held liable. This will also be deemed to include without limitation (if and insofar as these circumstances make the performance of the contract impossible or unreasonably difficult): strikes at Adimec; strikes in other companies; import or export regulations or embargoes; war; fire; explosions; flood; act of governmental authority; breakdown in machinery; a general shortage of necessary materials and other items or services required for fulfillment of the agreed performance; unforeseeable delays at suppliers or other third parties upon which Adimec depends; and general transportation problems. **14.2** Adimec will also have the right to plead to force majeure, if the circumstance which makes (further) performance impossible occurs after Adimec should have fulfilled its obligations. **14.3** In case of force majeure, Adimec shall give prompt notice of, and utilize best efforts to terminate or remove, the force majeure conditions. **14.4** During the period of force majeure, Adimec's obligations to deliver and other obligations will be suspended. If the period in which fulfillment of the obligations by Adimec is impossible extends beyond 6 weeks, both parties have the right to terminate the contract, without being obliged to repair the damages and without any liability. **14.5** If Adimec has already partially fulfilled its obligations at the commencement of the period of force majeure, or if it can only partially fulfill its obligations, Adimec has the right to invoice the part already delivered or deliverable, as the case may be, and the Buyer will be held to pay this invoice as if it concerned a separate contract. This does not apply if the part delivered or the part deliverable has no intrinsic value. **14.6** If for reasons of force majeure or otherwise, Adimec is unable to supply contract quantities of the Products to more or all its customers, Adimec may satisfy its obligations under this agreement by allocating to the Buyer, in any commercially reasonable manner, its proportionate share of Adimec's available supply of these Products, based on the aggregate contract obligations and delivery commitments of Adimec to all of its then current customers.

15. WAIVERS AND DISPUTES

15.1 Any waiver of any provision of these general terms and conditions shall be effective only if in writing on a signed document by the waiving party. **15.2** If any part of these general terms and conditions are held unenforceable, the validity of the remaining provisions shall not be affected. **15.3** All disputes arising out of or in connection with any agreement shall first be attempted to be settled, by the Buyer and Adimec, through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the district court in 's-Hertogenbosch in the Netherlands provided that Adimec shall always be permitted to bring any action or proceedings against the Buyer in any other court of competent jurisdiction. **15.4** Nothing in this section shall be construed or interpreted as a limitation on either Adimec's or the Buyer's right under applicable law to seek injunctive or other equitable relief or to take any action to safeguard its possibility to seek recourse against the other party.

16. APPLICABLE LAW

16.1 These general terms and conditions and all obligations arising from them shall be interpreted and enforced in accordance with the laws of the Netherlands.

17. OTHER

17.1 Any notice required or permitted to be given by either party to the other under these conditions shall be addressed in writing to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. **17.2** Parties undertake not to offer, directly or indirectly, employment to the other Party's employees, unless otherwise agreed upon in writing. **17.3** These general terms and conditions are published at the Chamber of Commerce of Eindhoven, The Netherlands.