

General Terms and Conditions of PureLink GmbH

1. General

These General Terms and Conditions shall exclusively apply to our deliveries, services, quotations and other legal actions. Unless otherwise agreed upon, the General Terms and Conditions shall also be applicable to such business as shall be transacted at a future date without it constituting a requirement that specific reference shall have been made again to the General Terms and Conditions set forth hereunder. Latest taking delivery of goods or services by the customer shall imply acceptance of these General Terms and Conditions. The applicability of any of the customer's general terms and conditions is expressly rejected. Deviations from these general terms and condition shall only apply after PureLink's written consent.

Our General Terms and Conditions shall apply instead of any terms and conditions of purchase of the customer, even if the customer's order acceptance is provided for unconditional acknowledgment of his terms of purchase, or if we supply after the customer indicated the validity of his general terms and conditions, unless we have given our expressed consent in writing. The customer's general terms and conditions shall also be excluded when our General Terms and Conditions include no separate stipulations. By accepting our order confirmation, the customer shall expressly acknowledge that he waives his legal objection derived from the purchasing conditions.

We offer our goods for purchase only to natural or legal persons, or a partnership with legal capacity acting in the course of the legal transaction within his commercial or self-employed professional activity (entrepreneur). A purchase agreement with consumers is excluded.

2. Quotation and Closing of Contract

No contract shall arise from declarations (e.g. quotations and acceptance of offers to close contracts, including eventual additions, deviations, confirmations of appointment dates, as well as providing of information) until made in writing. Transaction shall be legally binding with order confirmation in writing, or performance of the ordered services through PureLink. A waiver of written form can only be made in writing.

Drawings, illustrations, dimensions, weights or other performance data are only binding if expressly agreed. Our quotations are generally non-binding.

3. Delivery

Costs for transport and packaging shall generally be borne by the customer. Date of delivery, or delivery periods shall be binding only when agreed in writing. Transport costs shall be invoiced with the valid shipping cost table. Transport insurance shall be agreed at customer's costs.

Delivery shall be made at the customer's risk. PureLink shall not be responsible for delay in delivery or performance arising from force majeure, and occurrences which impede delivery considerably (strike, lock-out, regulatory action, etc.) even if due date or period of delivery

were agreed. The customer shall entitle PureLink to postpone delivery for the continuance of the impediment to performance and additional reasonable start-up time, or to withdraw from the contract for reason of partial default.

In case the impediment persists for more than three months the customer shall be entitled to withdraw from the default part of the contract after having set an appropriate grace period.

The customer shall not deduce any claims for compensation from prolonged delivery periods, or should PureLink be released from our delivery commitment.

Should PureLink be liable for non-compliance with binding deadlines and time-limits, or be in delay, the customer is entitled to a compensation for damage resulting from delay of 0,5 % for each completed week of delay, limited to a total maximum of 5 % of the net invoice amount of the affected goods and services. Any further claims shall be excluded, unless the default is due at least to gross negligence. PureLink shall be entitled to partial deliveries and partial services at any time. Shipment shall be made according to PureLink's free choice. PureLink will deliver in commercial packaging.

4. Passing of Risk

The risk shall pass to the customer with handing over of the consignment to the person carrying out transport, or leaving the warehouse for transport. If dispatch is impossible without our own fault, the risk shall pass to the customer with notification of readiness for dispatch.

5. Warranty Provisions

Unless otherwise agreed in writing, PureLink shall provide a twelvemonth guarantee for material defects, calculated from the date of passing of risk pursuant to para 4. In case of customer acceptance or refusal, warranty shall commence from the date of notification of readiness for dispatch.

The above shall not apply for compensation claims arising of warranty, assumption of a procurement risk within the meaning of § 276 BGB, claims on account of the violation of body, life or health, malicious, intentional or grossly negligent action on our part, or insofar that a longer statutory period of limitation is mandatory. § 305 b BGB (priority of the individual agreement in verbal, textual or written form) shall remain unaffected. This regulation does not imply a reversal of the burden of proof.

Our warranty (claims arising from violation of duty due to insufficient performance arising from defects as to quality) is excluded, insofar as defects and related damages are not verifiably based on faulty material, defective construction, defective design, faulty production materials, or - as far as owed - erroneous instructions of use.

In particular, the warranty and the resulting liability due to breach of duty is excluded for the consequences of incorrect use, unsuitable storage conditions, as well as the consequences of chemical, electromagnetic, mechanical or electrolytic influences which do not correspond with average standard requirements demanded by us or the manufacturer, in compliance with the

product description, or agreed deviant product specifications, or the respective product-specific data sheet provided by us or the manufacturer.

This does not apply in case of malicious, grossly negligent or willful act on our part, or injury to body, life or health, the assumption of a guarantee, a procurement risk according to § 276 BGB and liability according to legally compulsory liability facts.

We do not assume any warranty in accordance with §§ 478, 479 BGB if the customer has processed, worked up or otherwise modified the products covered by the contract, insofar as this does not correspond to the contractually agreed intended use of the products.

Any acceptance of breaches of duty due to fault always needs to be made in writing.

For any claims of warranty, the customer is obliged to furnish proof in form of an invoice copy. Warranty shall lapse when our operating or maintenance instructions were not followed, modifications were made to the products, parts exchanged, or consumables were used which do not correspond to the original specifications.

The customer is obliged to examine all deliveries immediately upon receipt for their correctness. Defects shall be notified in writing without delay, latest one week after receipt of the delivery item. Complaints after this deadline shall exclude all customer claims on account of defects as to quality.

This shall not apply in case of malicious, grossly negligent or willful act on our part, or injury to body, life or health, the assumption of a warranty, procurement risk according to § 276 BGB, as well as liability according to legally compulsory liability fact. The special provisions by law for final delivery of the products to end customers §§ 478, 479 BGB shall remain unaffected.

Defects which can not be discovered within this period even if carefully examined are to be reported to us in writing immediately after discovery. If a warranty claim is raised by the customer, we reserve the right to remedy the defect, or make a new delivery at our discretion.

In the event of rectification of defects the following shall apply: The defective part or device shall be returned free of charge to PureLink or to a service station determined by us and then returned to the customer free of charge. In case no fault can be found with the products submitted for repair or replacement, we will invoice examination costs amounting to 20 € net plus VAT and shipping costs according to the valid shipping cost table for each complaint. If the rectification will fail after a reasonable period, the customer may demand a reduction of the purchase price or an exchange of the goods. Liability for normal wear and tear is excluded. Warranty claims against us are solely due to the immediate customer and are not assignable.

The above stipulations regulate conclusively warranty for our products, excluding any other warranty claims of any kind. This shall not apply to claims for damages arising from guarantee of features the customer should secure against the risk of consequential damages.

In case rectification is performed by returning the goods and the item is deteriorated or damaged in our premises during this period, we shall only be liable in the event of gross negligence.

6. Return Deliveries

Returned goods shall only be accepted after receipt of an RMA number by PureLink for free delivery. In the case of goods returned for exchange or credit by fault of the customer, we shall charge a re-storage fee of 10% of the respective value of goods. Generally we shall only take back, credit or replace unworked goods in original state.

7. Reservation of Proprietary Rights

The securities to follow shall be granted to us until the fulfillment of all claims (including all current account balance claims) we are entitled to for any legal reason against the customer now or in the future. Upon demand, we will release same at our discretion.

The products shall remain our property. Processing and transformation are always carried out for us as manufacturers, however without any obligation arising for us. If our joint ownership will expire as result of adjunction, it is agreed that joint ownership shall pass to us in terms of value (invoiced value). The customer shall store our joint property free of charge. Equipment we are entitled to joint ownership is hereinafter referred to as reserved goods.

The customer shall be entitled to process and sell the reserved goods in the regular course of business, unless he is not in default. Pledge or other assignments as security are not allowed. The customer shall assign by way of security already claims at full volume (including all claims from current account) arising from resale or whatever legal reason (insurance, tort) concerning the reserved goods, to us. We hereby authorize the customer revocably to collect the claims assigned to us for his own account and in his own name. This authorization may be cancelled by us at any time should the customer not fulfill his obligations properly.

In the case of access to the reserved goods by third parties, the customer shall point out our property and inform us immediately. In the case of breach of contract by the customer, particularly in the event of default in payment, we shall be entitled to withdraw the reserved goods or, if necessary, to demand assignment of the customer's claims against third parties. The withdrawal, as well as pledging of the reserved goods by us, shall not constitute a withdrawal from the contract, provided, the German Instalment Purchase Law (Abzahlungsgesetz) shall not apply.

The customer shall be obliged to provide all information necessary to enforce our rights and to deliver the necessary documents.

If the value of collaterals according to the provisions above for our benefit exceed the secured claims by more than 10%, we shall be obliged to release collateral at our own discretion upon customer's request.

8. Payment Conditions

Unless other agreements have been made, delivery shall always be made upon advance payment.

If the customer does not comply with individually agreed terms of payment, further deliveries shall be made by cash on delivery without further notice. Notwithstanding contrary terms and conditions of the customer, we shall be entitled to charge payments first towards older debts and inform the customer about this settlement. Should costs and interest have already incurred, we shall be entitled to charge the payment firstly on the costs, secondly on the interest and lastly on the principal claim.

A payment shall only be deemed to have been effected when we can dispose of the amount. If cheques are used, payment shall be only considered as made when the cheque has been redeemed. If the customer is in default, PureLink shall be entitled to charge interest from this date. The interest rate shall be calculated from the rate commercial banks charge for overdrafts, plus 9% above the basic interest rate of the ECB at the time of maturity of the payment claim.

Should we become aware of circumstances which raise doubt over the customer's creditworthiness, in particular if a cheque will not be redeemed, payments be discontinued, or other circumstances become known which call the creditworthiness of the customer into question, we shall be entitled to declare the complete residual debt due, even if we had accepted cheques. In this case, we shall be entitled to demand additional advance payments or securities.

Even if deficiency claims or counterclaims have been asserted by the customer, he shall only be entitled to set-off, retention or price reduction insofar as such counterclaims have been determined without further legal recourse, or are undisputed. Our sales representatives have no authority to collect.

9. Limitation of Liability

- 9.1 With the proviso of the exceptions to follow, we are not responsible, in particular can not be held liable for claims of the customer for damages or reimbursement of expenses - regardless of the legal basis - in the case of violation of obligations arising from the contractual relationship.
- 9.2. The above mentioned exclusion of liability shall not apply unless otherwise legally stipulated, or:
- a) For PureLink's own willful or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
 - b) For breach of essential contractual obligations; "Essential contractual obligations" are such obligations which protect the essential contractual legal position of the customer arising from the contract according to its content and purpose; Furthermore, obligations shall be deemed essential when fulfilment is sine qua non for the proper execution of the contract, and which the customer has regularly been trusting in and is may expect fulfilment;
 - c) In case of injury to body, life and health, including legal representatives or vicarious agents;
 - d) In the event of default, insofar as a fixed delivery and / or fixed date of performance had been agreed;
 - e) To the extent as we have warranted a quality of goods, or the existence of a performance, or accepted a procurement risk within the meaning of § 276 BGB;
 - f) In the case of liability arising from the Product Liability Act (ProdHaftG) or other legally compulsory liability.
- 9.3 In the event of ordinary negligence of PureLink or our vicarious agents, and no case of the preceding clauses 9.2 (d), (e) and (f) above is obtained, we shall also be liable for, and limited to, the breach of essential contractual obligations typical for the contract and foreseeable damage.
- 9.4 The exclusion or limitation of liability pursuant to the above para 9.1 to 9.3 and 9.5 shall apply equally to the benefit of our body, our executive and non-executive employees and other vicarious agents as well as our subcontractors.
- 9.5 Customer claims for damages from this contractual relationship can only be claimed within a limitation period of one year commencing from the beginning of the statutory limitation period. This shall not apply if we are liable for intent or gross negligence, for claims for injury to life, limb or health, as well as in the case of a claim based on a delict or an expressly accepted warranty, or assumption of a procurement risk pursuant to § 276 BGB, or a longer period of limitation stipulated by law.

9.6 No reversal of the burden of proof is connected with the above regulations. Devices without approval (without BZT / ZZF or DBP numbers) may not be operated in Germany, or use of individual products is restricted (for foreign countries respective restrictions may apply). The customer or reseller is obliged to inform the end user separately and in detail of the legally existing restrictions of use. In addition, the above limitation of liability applies to any resulting damage or consequential damage.

10. Data Protection

We shall be entitled to process and use data derived related to, or in connection with the business relationship, in accordance with the Federal Data Protection Act (Datenschutzgesetz) no matter whether from the customer itself or third parties.

11. Property Rights and Patents

The use of our trademarks, names and patents without our prior written consent is prohibited. Likewise, the use of our photos and other data offered in our product documentation is not permitted without our prior written consent.

12. Applicable Law, Place of Performance and Jurisdiction

These General Terms and Conditions have been written in German language. They were translated for convenience into English. However, in case of error or disagreement, the German language version shall prevail.

For these Terms and Conditions, and the entire legal relations between PureLink and our customer, German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Herewith we expressly declare that this choice of law is also to be understood as such within the meaning of Article 14 (1) (b) of Regulation (EC) No 864/2007, and therefore shall apply also for non-contractual claims within the meaning of this regulation. If, in individual cases, foreign law has to be applied, our Terms and Conditions must be interpreted in such a way that the economic purpose pursued with them is protected as far as possible.

The exclusive place of jurisdiction for all disputes is – insofar as the customer is a businessman within the meaning of the HGB (German Commercial Code) - the registered offices of PureLink. This jurisdiction shall also apply to such matters between us and the customer which may lead to non-contractual claims within the meaning of Regulation (EC) No 864/2007.

The place of fulfillment for all contractual obligations shall be the registered offices of PureLink, except a debt to be discharged at the creditor's domicile, or other agreements had been made.

13. Severability Clause

Should a provision of this contract prove to be or become completely or partially invalid, illegal or unenforceable for reasons of the stipulations of the Standard Contracts Act (AGB) pursuant to §§ 305 to 310 BGB, the statutory regulations shall apply.

Should a provision of this contract prove to be or become completely or partially invalid, illegal or unenforceable for reasons of the stipulations of the Standard Contracts Act (AGB) pursuant to §§ 305 to 310 BGB, the validity of the remaining provisions of this contract shall not be impaired, unless the implementation of the contract, also with consideration of the following provisions, would mean an exceptional hardship for one party. The same shall apply should a gap appear in the scope of stipulations after the conclusion of the contract which needs to be supplemented. Contrary to a possible principle that a severability clause inherently serves for mere reversing the burden of proof, the effectiveness of the other provisions of the contract shall prevail at all events, whilst waiving § 139 BGB as a whole.

In the case of any such invalidity, illegality, unenforceability, or gaps which need to be supplemented for other reasons than the stipulations of the Standard Contracts Act (AGB) pursuant to §§ 305 to 310 BGB, the parties shall agree suitable and equitable legal and economical provisions to effect the original purpose of the contract. § 139 BGB (partial nullity) is expressly excluded. If the invalidity of a provision is caused by a fixed level of performance or time (deadline or fixed date), the parties shall agree a legally permissible provision which is closest to the original extent.

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