

General Terms of Business Protodynamix GmbH

1. Validity

1.1. For deliveries and services from "Protodynamix GmbH" – hereinafter called "Protodynamix" – the following general terms of business shall exclusively apply.

1.2. This shall also apply if the Customer makes Protodynamix an offer or places an order on the basis of his own diverging terms of business. Divergent terms of business of the Customer which Protodynamix has not expressly agreed to shall not become part of the contract even if not expressly rejected by Protodynamix.

2. Closing contract, content of contract

2.1. An order shall only be valid when placed in binding form and when Protodynamix has confirmed this in writing.

2.2. The contents of the contract are based on the offer made by Protodynamix and Protodynamix's confirmation of the binding order. Changes, additions and side agreements shall only be binding if confirmed in writing by Protodynamix unless they were made with a legal representative of Protodynamix.

2.3. Any documents (pictures, drawings etc.) belonging to the offer and technical data in them or in the offer (weight, measurements etc.) as well references to Protodynamix's or other norms and patterns (DIN norms etc.) are only approximately decisive and shall not be deemed guaranteed characteristics unless expressly assured as such.

2.4. Protodynamix retains the title and copyright to any drawings, drafts, descriptions and similar documents. Without Protodynamix's written consent these documents shall not be accessible to third parties. These documents shall be immediately returned to Protodynamix upon demand.

3. Prices, terms of payment

3.1. Only the € prices in the offer shall apply plus the value added tax required by law to the respectively current amount. The prices are to be understood ex works Protodynamix including any packaging costs. Postage and other additional costs are to be born by the customer.

3.2. Payments are due within 30 days of invoicing at the latest in cash without any deductions. Any acceptance of bills of exchange or cheques will be credited net to the customer's account, costs for discount or collection shall be born by the customer.

3.3. If any serious doubts as to the customer's ability to pay arise after an order is placed, the consequence will be that all claims by Protodynamix with respect to the customer will fall due with immediate effect. In addition, Protodynamix is entitled demand security or rescind the contract.

4. Withholding rights, setting off counter claims, cession

4.1. The customer may only invoke withholding right for counter claims based on the same contract. Beyond this, commercial withholding rights against Protodynamix for any reason whatsoever shall not be allowed.

4.2. The customer shall only be entitled to set off recognised or final counter claims against Protodynamix's claims.

4.3. The customer's rights may only be ceded to a third part with Protodynamix's consent.

5. Default, impossibility

5.1. If a definite period has been agreed upon for Protodynamix to fill an order this period begins with the order confirmation on the part of Protodynamix but not before receipt of all documents, permits, clearances and other information needed from the customer for finishing the job.

5.2. If Protodynamix should be hindered with the completion of the order on time by unusual circumstances like energy shortage, traffic disturbances, strikes, lock outs, unexpected technical difficulties or other disturbances in acquisition, fabrication or delivery that lie beyond Protodynamix's responsibility and a significant effect on its completion can be evidenced the period for completion is lengthened

corresponding to the time from the hindrance's beginning to its end. This shall also apply if such hindrances occur at Protodynamix's suppliers or subcontractors.

5.3. If due to minor negligence Protodynamix is responsible for not fulfilling the contract the customer shall be entitled to either rescind the contract after setting a reasonable grace period for completion or claim damages from Protodynamix for up to 0.5 % per week of the contractual remuneration to a maximum of 5 % of this remuneration, further damage claims are excluded. Similarly, the customer's rights are limited to rescinding contract or claiming damages from Protodynamix for up to a maximum of 5 % of the contractual remuneration per damage case if the delivery owed becomes impossible for Protodynamix in whole or in part due to minor negligence on the part of Protodynamix.

6. Transfer of risk

The risk of delivery and remuneration transfer to the customer at the latest when the object of contract or the partial deliveries of single parts of the object of contract leave Protodynamix's plant, and even then if Protodynamix has assumed responsibility for further services like transport, setting up, mounting or commissioning the object of contract.

7. Warranty

7.1. In consideration the fact that producing generative prototypes at the current state of technology cannot always meet the degree of exactness of conventional production methods, defectiveness of a generative prototype produced by Protodynamix for not meeting binding measurements or weights can only be assumed when diverging considerably from what can be attained in the technology of generative prototypes.

7.2. The products which are the object of the contract are prototypes that serve for visualization and testing purposes, but not – insofar as no other express written agreement occurs – to be able to satisfy the qualitative requirements placed on production products.

7.3. As general dimensional and shape tolerances the following values apply at Protodynamix in reference to the respective manufacturing process:

SLS: + - 0.25mm or + - 0.30% of the nominal dimension

SLA: + - 0.1mm or + - 0.2% of the nominal dimension

SLM: + - 0.25mm or + - 0.15% of the nominal dimension

Milling: + - 0.03%

At the current state of the art, Protodynamix can guarantee no wall thicknesses or details under 1mm. The related review of the data provided for the fulfilment of the order is the responsibility of the client.

7.4. If in the course of fulfilling an order Protodynamix makes data and particularly 3-D data available for the customer, Protodynamix shall only be liable for the correctness of the data if this has been expressly guaranteed in writing by Protodynamix. Beyond this no liability is assumed by Protodynamix if the loss or defectiveness is due to the exchange of the data. The customer bears the burden of proof the loss or the defectiveness of the data is not due to dataexchange.

7.5. To the extent that Protodynamix enters or installs data in the customer's electronic data processing or otherwise places software at his disposal Protodynamix warrants that the data/programs/software are free of virus that can be found by the current virus hunting programs available in trade. Liability for virus beyond this is excluded.

7.6. If the object of contract delivered by Protodynamix proves to be defective or lacking guaranteed characteristics Protodynamix is obligated to get a replacement within a reasonable period of time or to improve it. If the defective

object is then neither properly replaced nor improved the customer may choose to declare its rescission of the contract (cancellation of sale) or to demand that the price be discounted.

7.7. If a characteristic guaranteed by Protodynamix is lacking in the object of contract the customer can claim damage compensation for non-fulfilment instead of rescinding the contract (cancellation of sale) or claiming a price discount. Compensation for consequences of defects especially like loss of production or damage to machines is, however, excluded unless the guarantee was to prevent just such consequential damage or Protodynamix's non-fulfilment was the result of intention or gross negligence.

7.8. The customer in commercial business is obligated to inspect the object of the contract immediately upon receipt and report all recognisable defects to Protodynamix in writing within 10 days of its arrival, unrecognisable defects within 10 days of their discovery. If the customer fails to do this all claims for warraanty shall be excluded.

8. General limitation of liability

As far as these general terms of business or any agreements between Protodynamix and the customer do not allow for the contrary, all liability on the part of Protodynamix for damage compensation to the customer in the form of money is limited to the maximum amount of € 25,000.00 unless intention or gross negligence on the part of Protodynamix is shown.

9. Reservation of title

9.1. Delivered objects remain Protodynamix's property until payment of all of Protodynamix's claims from the business relation with the customer at the time receipt are paid.

9.2. The customer shall only be entitled to resell the objects under this reservation of title when prior permission has been granted by Protodynamix.

9.3. If the reserved title is dissolved because of resale or further processing the customer herewith anticipatorily cedes all rights and claims arising from this for him to Protodynamix.

9.4. If the objects under this reservation of title are subject to distraint or seizure by third parties the customer is obligated to immediately inform Protodynamix. Eventual costs of intervention are to be born by the customer.

9.5. By default of payment on the part of the customer Protodynamix shall be entitled to repossess the objects under this reservation of title after reminder of payment due and the customer is obligated to hand them over to Protodynamix.

10. Confidentiality

Both Protodynamix and the customer are obligated to most strictly guard the confidentiality of the other's technical and business secrets they learn of in the course of fulfilling the order.

11. Closing stipulations

11.1. The legal relationship between Protodynamix and domestic as well as foreign contract partners shall be exclusively subject to the substantive law of Switzerland.

11.2. In commercial trade the place of fulfilment for deliveries, services and payments shall be Wetzikon Switzerland.

11.3. Further, in commerce the court of venue for all eventual disputes shall be Wetzikon.