

DIC Computer Limited

Terms of Conditions

I. General Extent of Application.

The following Terms and Conditions of sale are only applicable with respect to companies that are reseller and buying products or services for resale only (referred to herein as "customer"). "We", "us" or "our" shall mean DIC Computer Limited. Contracts regarding deliveries are exclusively based on these Terms and Conditions. We do not recognize terms of business to any other effect that are issued by the Customer, even if we fail to expressly refute their application. Our sales Terms and Conditions are also valid for all future transactions with the customer. Terms and Conditions of Sales may be amended from time to time without notice at the sole discretion of us.

II. Quotation, Contract Closure

Our quotations are without obligation and non-binding at all times. Unless otherwise stated, we shall remain bound by the prices we quote for 7 days as from the date of the quotation.

A contract is brought about when the Customer places an order either in writing or verbally and when we issue a written confirmation of order.

Our sales staff are not authorized to reach any oral ancillary agreements or to make any verbal commitments that go beyond the content of the written contract.

Drawings, pictures, weights and measures and any other specifications are only binding if an express agreement to this effect is reached in the contract.

The rights of the Customer that are created under contracts concluded with ourselves are not transferable.

III. Prices, Terms of Payment

Our prices apply for delivery ex warehouse, and statutory value-added tax has to be added to them.

At the Customer's request, we ship the goods at its own cost and risk. For any goods that are exported, all the customs duties, fees and levies connected with the delivery must be paid by the Customer.

If the Customer defaults in its payment obligations, then all the outstanding invoices based on our business relations with the Customer shall automatically fall due for payment. For deliveries still having to be made, we shall be entitled to demand advance cash or the provision of security. The same applies if, subsequent to contract closure, we gain knowledge of any circumstances likely to pose a threat to our claim to payment.

The Customer may only effect setoff against counter-claims that have been declared res judicata or acknowledged by ourselves. The same applies to the

Customer exercising rights of retention, unless such rights are based on the same contractual relationship as the claim to payment that is involved.

IV. Delivery

Our deliveries are subject to us receiving correct and punctual supplies ourselves.

Place of performance for our delivery obligations is our registered place of business or our warehouse. This also applies if at the Customer's request we ship the goods to a location designated by the latter. We shall select the mode of dispatch and the packaging at our own reasonable discretion.

The delivery periods given by us are without obligation and are to be deemed approximate at all times, unless they have expressly been declared binding.

When goods are consigned, the delivery date refers to the date on which the goods are handed over to the person effecting transport. Unless delivery on a fixed date has been agreed, binding delivery dates may also be exceeded by one week without our being deemed in default.

If a delivery is delayed due to force majeure or any other incidents beyond our control that were not foreseeable at the time of contract closure, the delivery period shall be extended by the duration of the obstacle to performance. We shall inform the Customer without delay about the occurrence and the anticipated duration of any such obstacle to performance. If performance is rendered impossible or unreasonably difficult due to any event pursuant to Clause 1, then we shall be entitled to withdraw from the contract.

V. Passing of Risk

Risk shall pass to the Customer as soon as the goods are handed over either to the person effecting transport or to the Customer if the latter collects the goods. If the delivery is delayed due to circumstances for which the Customer is responsible, then the risk and the warehousing costs shall pass to the Customer as from the date on which the goods are ready for shipment; however, at the Customer's request and expense we shall be under obligation to effect any insurance requested by the latter.

VI. Guarantee

The Customer may not turn down a delivery due to minor defects.

The warranty period is two years. This period shall commence upon delivery of the goods. A diverging warranty period may be agreed upon in individual cases – in particular in case of special campaigns. The Customer must inspect the goods immediately on delivery, and any obvious defects must be reported to us in writing without delay or at the latest within one week of delivery. Otherwise the goods shall be deemed accepted, except in cases of concealed defects that do not become evident during the inspection. If any such defect becomes apparent at some later date, it must be reported immediately or at the latest within one week of being noticed by the Customer.

Provided defects are reported in good time, a substitute delivery or subsequent improvement shall be made at our own discretion. However, we may refuse to remedy defects unless the Customer has paid a portion of the purchase price that in view of the defect is deemed reasonable. If post-performance fails altogether, then in view of the defect is deemed reasonable. If post-performance fails altogether, then at its own option the Customer may demand a reduction in the price or withdraw from the contract. Claims to compensation only exist pursuant to Item VIII below.

Liability for normal wear and tear is excluded. Guarantee claims are excluded if modifications are made to products, if parts or consumables are used that do not comply with the original specifications, and in the event of incorrect usage and external factors. When we carry out repairs, the Customer bears the risk of loss of data in the equipment under repair.

VII. Retention of Title

We reserve title to the goods delivered until our entire receivables from the business relationship with the Customer – including amounts due at some future date – have been paid. The Customer may only dispose over the items subject to retention of title (reserved goods) in the normal course of business, heeding the rights granted to us below.

Any processing or modification of the reserved goods is done for us as the manufacturer, without obligating us in any way. If our title to the reserved goods lapses in the wake of processing, modification, combination or blending, then we shall acquire co-ownership of the new item up to the invoiced value of the reserved goods. In the event of the acquisition of co-ownership being excluded by law, the Customer here and now assigns potential compensation claims to us up to the invoiced amount.

In the event of the reserved goods being resold, the Customer here and now assigns to us its claim to the sales proceeds along with all and any ancillary rights; we accept this assignment. Until further notice, the Customer remains entitled to collect the receivables it has assigned. If the Customer defaults in its obligations towards us, we shall be entitled to revoke the authority to effect re-sale and to collect receivables, and to subsequently disclose the above assignment and demand that payment be made to ourselves directly. In any such case, the Customer shall be under obligation to immediately provide us with all the documents and information that are needed for collecting the receivables. The Customer is obliged to adequately insure the reserved goods against all existing risks, in particular, fire, burglary and water damage, and to treat and store them carefully. Any claims to benefits that are created by insured events must be assigned to us.

The Customer must immediately inform us in writing if execution is levied on the reserved goods or on the assigned receivables, and hand over the documents that are required in order for us to intervene.

Limitation of Liability

In case of minor negligence, the liability of DIC Computer Limited shall be limited to the average foreseeable damages. The same shall apply in case of minor negligence of any employees or agents of DIC Computer. DIC computer shall however not be liable for minor negligence in case this negligence constitutes a breach of non-essential contractual obligations.

The limitation of liability is not applicable in cases of any liability for intentional acts or gross negligence by DIC Computer or its agents or if the damages are due to the lack of any material property which has explicitly been guaranteed in writing if the customer was to be protected against such damages by the guarantee.

The limitation of liability shall not apply in cases of minor negligence of DIC Computer Limited or any of its agents, where liability is mandatory by law. The limitation of liability is not applicable for damages to the body, health or the loss of life of the customer.

IX. Final Provisions

Relations between the contracting parties shall be governed by Ireland law. The courts having jurisdiction at our registered place of business (currently Dublin) shall be exclusive venue for all and any disputes arising from or in connection with the contractual relationship, if the Customer is a registered merchant or public corporation, or if the Customer has no competent court of jurisdiction in Ireland at the time when the contract is concluded or the lawsuit is filed. At our own option however, we shall also be entitled to sue the Customer at its general place of jurisdiction.

If any, one or more, of the provisions of these T&C are ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

The management, February 2014.