Basler Asia Pte. Ltd. Terms and Conditions of Online Sale

Effective as of January 2022

By clicking the "agree" button and submitting an order to purchase goods or products through or using this website (or any website that includes the letter string baslerweb.com) (collectively, the "Website"), you acknowledge and agree, by and on behalf of the entity submitting such order, (i) that you are a business entity and not a consumer, (ii) to be bound by all of these Terms and Conditions of sale, and (iii) that these Terms and Conditions of sale are being entered into with Basler Asia Pte. Ltd. (hereinafter: "Basler) and all goods or products purchased through or using the Website are being purchased from Basler, notwithstanding that the Website may be owned or operated by Basler's affiliate(s). Basler will acknowledge receipt of all customer orders by email; provided, however, that orders will not become binding until confirmed in writing by Basler in accordance with these Terms and Conditions of sale. If you do not agree to all of these Terms and Conditions of sale, then you must not click the "agree" button nor submit any order to purchase any goods or products through or using the Website.

§ 1 Scope and general provisions

1. These Terms and Conditions of Online Sale ("**Terms and Conditions**") shall apply to Basler Asia Pte. Ltd.'s (hereinafter: "**Basler**") offer and sale, and the Customer's purchase, of its Products and all deliveries, installations, repairs, consulting and other services made or rendered by Basler from Basler's website located at https://shop.baslerweb.com/apac_jp/ , applications (mobile, web-based or otherwise) and/or any information, services, contents, products or features that form part of such applications and websites (collectively, the "**Website**"). These Terms and Conditions, as amended from time to time, shall also apply to any subsequent transactions even if these Terms and Conditions are not again included therein by express reference. These Terms and Conditions supplement Basler's Website Terms of Use (where applicable), but in the event of any conflict, these Terms and Conditions shall prevail. Defined terms in the Website Terms of Use shall continue to apply in these Terms and Conditions.
2. By placing an order to purchase any Product, you acknowledge and agree, by and on behalf of the entity submitting such order: (i) that you are a business entity and not a Consumer; (ii) to be bound by these Terms and Conditions, and (iii) that you are making an offer to purchase the Product on these Terms and Conditions with Basler. Notwithstanding Basler's acknowledgement of receipt of a customer order by email, an order will not become binding on Basler until confirmed in writing by Basler in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not click the "agree" button or submit any order to purchase any Product on the Website.
3. Unless expressly accepted and agreed to by Basler in writing, no terms and conditions of delivery and payment or other general terms and conditions of the Customer shall apply.

4. These Terms and Conditions shall not apply to any contracts entered into between Basler and end consumers ("**Consumers**").
5. Basler products ("**Products**") are manufactured for the distribution to business customers ("**Customers**") only and shall not be sold to Consumers directly.
6. The Products are not designed, manufactured or designated for sale as parts, components or structural components for the planning, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The Customer will bear the sole responsibility where Products acquired by the Customer from Basler are used for these purposes. The Customer will inform its own customers of this upon resale of the Products.
7. Individual agreements concluded on the exceptional basis with the Customer (including ancillary agreements, addenda and amendments) will take precedence over the present Terms and Conditions. A written contract or written confirmation by Basler will be authoritative for the subject matter and validity of such individual agreement.

§ 2 Conclusion and amendment of contracts

1. Any prices, promotions and terms and conditions listed by Basler on the Website shall be subject to change at any time and in all respects at the sole discretion of Basler. Orders shall not become binding upon Basler unless Basler has confirmed the same either in writing or in text form (text form comprises fax, e-mail and EDI), and subject to Basler's confirmation that the customer is a business entity and not a Consumer.
2. A contract shall be deemed concluded once Basler has confirmed the order in writing or text form or upon execution of the delivery, whichever is earlier. Any modifications or amendments of as well as any additions to the contract shall be valid only if made in writing or text form by an authorized representative of Basler. Basler's employees and agents shall in particular not be authorized to make any oral side agreements, grant any oral commitments or make any oral agreements regarding the amendment or modification of the contract. Any such side agreements, commitments or other agreements as aforesaid shall be binding upon Basler only after amendment by Basler of the order confirmation issued in writing or in text form and signed by an authorized representative of Basler.
3. It is the Customer's responsibility to ensure that all details provided at the time of placing the order are true, accurate and complete. In the event that Customer wishes to change or cancel the Customer's order of any Product prior to the receipt of Basler's confirmation of the order in writing or text form, the Customer may contact Basler with the Customer's request. Basler reserves the right, at Basler's sole and absolute discretion, to refuse any change of an order without providing any reason, or to approve the change of the order subject to such terms and conditions as may be notified to the Customer. It is the Customer's responsibility to ensure that Basler has received the Customer's request for a change or cancellation of the Customer's order.

§ 3 Payments

1. Unless agreed in writing otherwise, any claims owed to Basler under invoices issued by Basler shall be due and payable without deduction immediately after receipt of the respective invoice and Basler's confirmation of the order in writing or text form.
2. Payment for Products must be made in advance unless otherwise agreed in writing by Basler. In the event that payment is not received by Basler, Basler reserves the right to not process any order and/or cancel any order at its discretion in the event that payment is not received by the stipulated time and date in the invoice.
3. Basler shall be entitled to credit payments received to earli-er debts owed by the Customer. In case any costs and in-terest have accrued already, Basler shall be entitled to credit any payments to costs first, then to any interest ac-crued, and finally to the principal debt.

4. In the event of a default in payment, Basler shall charge default interest at the rate of six percent (6%) per annum ("Default Interest"), with the Default Interest accruing daily from the due date of the relevant payment to the date the outstanding payment is fully repaid. Such Default Interest shall be paid to Basler on demand. Basler reserves its right to exercise any further claims available to it, including in particular but not being limited to any damages incurred as a result of the delay in excess thereof.

5. Where payment in installments or a credit period has been agreed, the full outstanding sum shall become immediately due and payable if:

   a) The Customer is in default of the payment of one in-stallment and such installment accounts to at least 5 % of the cash price of the Products and/or services;

   b) The Customer is in default of the payment of two consecutive installments;

   c) The Customer finally ceases to make payments; or

   d) Basler acquires knowledge of any other circum-stances, which in Basler's sole opinion, casts doubt on the Customer's ability to fulfil its payment obligations and/or creditworthiness (e.g. the filing of a petition in in-solvency or the institution of insolvency proceedings against the Customer's assets).

6. The Customer is only entitled to rights of offset or retention to the extent that its entitlement has been determined final and binding or is undisputed. In the case of a defect of the delivered Products, the rights of the Customer remain un-affected.

7. Payments shall be made by bank transfer, credit card, or such other payment methods set out on the Website, sub-ject to the terms and conditions of this Section 3. Basler shall be under no obligation to accept any bills of exchange or checks. If Basler consents to the giving thereof, the same will be accepted as payment only subject to any mark ups as Basler may impose at its sole discretion and against reimbursement of

all expenses, which shall be borne by the Customer. Basler shall also not be obliged to timely present bills of exchange or checks and to lodge protests.

8. If the Customer defaults in payment, then notwithstanding Basler's other rights under these Terms and Conditions, Basler may at its option, but not the obligation, notify the Customer in writing, setting a reasonable period of grace for performance or supplementary performance. If full payment of all outstanding sums is still not made by the expiry of the grace period, Basler shall be entitled to with-draw from the purchase contract by written notice and/or to claim damages in lieu of performance. If the Customer de-faults in payment, Basler shall be entitled to make deliver-ies only after prepayment by the Customer, where applica-ble.

9. Payment methods available on the Website may include a direct payment gateway provided by a third party. Pay-ment gateways and other payment transaction processors also have their own terms and policies in respect to the services provided to the Customer for the Customer's pur-chase-related transactions. These third party service pro-viders may charge a fee for processing payments. Any such charges and/or fees shall be borne by the Customer. Basler is not liable to the Customer in respect of the Cus-tomer's engagement and use of these third party service providers.

§ 4 LIMITATION OF LIABILITY

1. BASLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF CONTRACT OR THIS TERMS AND CONDITIONS.
2. The liability for delayed delivery is governed finally and conclusively in 8 of these Terms and Conditions.

§ 5 Scope of supply and services

1. The Customer shall acquire the Products as specified in detail in the respective order confirmation and, to the extent included in the order confirmation, the operating software and documentation.
2. The sale of any Product on the Website is subject to availability. The Customer will be informed as soon as possible if the Product the Customer has ordered is unavailable. In the event the Product the Customer ordered is unavailable, a refund of the sum that the Customer has paid for the Product and its delivery will be made to the Customer.

§ 6 Quality and pricing

1. If reasonable for the Customer, Basler shall have the right to deviate from the technical data and performance specified in the order confirmation.
2. The Customer shall be solely responsible for the compliance of all statutory, regulatory, and occupational safety provisions upon the use of the Products delivered hereunder.
3. Unless agreed otherwise in writing, the prices listed on the Website or quoted by Basler for any Product shall be net of any auxiliary costs such as freight, customs and packaging, exclusive of any discount or other rebates or deductions, and plus the Good and Services Tax (on the purchase price) applicable on the date of delivery. The confirmed prices are valid only for the purchase of the confirmed quantity.
4. If the period between the date of conclusion of the contract and the date scheduled for delivery in whole or in part exceeds four months and if the cost of the Products to be delivered increases by more than 5 % after the date of conclusion of the contract particularly due to price increases by Basler's suppliers, then Basler shall be entitled to reasonably (i.e. based on the degree of increase in cost) increase the price for such parts of the overall delivery which are scheduled for delivery more than four months after the date of contract conclusion. If the price increase so claimed by Basler amounts to more than 5 % of the price of the overall delivery, the Customer shall within two weeks following the receipt of Basler's notice to that effect be entitled to withdraw from the contract by written notice to Basler.
5. The representation and/or description of the Products displayed on the Website are not shown to actual size. The representation (including colour) of the Products as displayed on the Website may also not be an exact match of the actual Products. Pictures, photographs or advertisements of the Product may include accessories and other peripherals which are used for illustrative purposes only and not part of the actual Product sold. Any written description of a Product may also be subjective and the Product may thus not be as the Customer had anticipated. When placing an order, the Customer accepts all risks of an online purchase.
6. It is possible that errors may be displayed on Basler's Website. The quantity, price and availability of some Products may be incorrectly stated. The Customer acknowledges that Basler is under no obligation to provide a Product to the Customer at an incorrect price, or to fulfil an order for a Product which is not available at the time. Basler reserves the right to correct any errors, inaccuracies or omissions on Basler's Website at any time.

§ 7 Shipment; transfer of risks

1. Unless otherwise agreed to in writing, Basler's delivery shall be made ex works (Incoterms 2010). Packaging and shipment are performed at Basler's choice and shall be paid for by the Customer.
2. The risks of loss and/or deterioration shall pass to the Customer upon hand-over of the Products to the carrier, forwarding agent or other transporting person, including Basler's own resources. The same shall apply for free delivery, provided that in such case Basler shall assume liability for direct loss or damage in transit limited to the respective gross value of the Products, should such loss or damage have been caused by Basler's own transporting persons.

3. In the event the shipment is delayed for any reasons beyond Basler's control, the risks of loss and/or deterioration shall pass to the Customer upon receipt of the notice of readiness for shipment.
4. The Customer shall promptly, but not later than 3 days after receipt of the Products, notify Basler in writing of any damages in transit, if any, even in cases where Basler is not responsible for the transport.

§ 8 Delivery; delay in delivery; withdrawal

1. Delivery periods and delivery dates confirmed by Basler shall be non-binding unless expressly stated by Basler in writing as being binding.
2. Adherence to the agreed periods and dates of delivery is subject to the timely performance of Customer's contractual obligations.
3. The period for delivery shall commence after clarification of all details regarding the execution of the order and after receipt of all documents and other information required for such execution and to be provided by the Customer, as well as after receipt of any agreed downpayment, if any. The period for delivery shall also be deemed adhered to if the Products are leaving the plant or designated point of dispatch, as the case may be, or if the Customer has been notified of the readiness for delivery but the Products could not be shipped in time for any other reason than a fault of Basler.
4. If delivery by Basler is delayed, the Customer shall notify Basler in writing, setting a reasonable period of grace of not less than 14 days. The Customer must send a written reminder when default of delivery begins.
5. After expiry of the period of grace so notified to Basler by the Customer upon a delay in delivery, the Customer shall be entitled to withdraw from the contract provided the Customer has notified Basler of its rejection of performance upon setting said period of grace. Customer's right to withdraw shall not apply if upon the expiry of the period of grace the Products have been dispatched or are ready for shipment and Basler has notified the Customer to that effect.
6. The agreed periods and dates of delivery shall be extended by the duration of any unforeseeable events beyond Basler's control such as war, threat of war, riots, use of force by third parties against persons or property, interventions by public authorities including any monetary or trade actions (e.g. economic sanctions), labor disputes at Basler or its suppliers or carriers, interruption of designated transport links, fire, shortage of raw materials (e.g. semiconductors and other electronic components), energy shortfalls, or other disruptions of Basler's or Basler's suppliers' operations. The foregoing shall also apply in cases where delivery by Basler is already delayed or if the impediment to performance already existed prior to the conclusion of contract but was unknown to Basler at that time. Basler shall promptly notify the Customer of the existence of any such impediments as stated above once it has knowledge of the same.
7. If any delays in delivery attributable to any one or more of the events stated in § 8(6) above shall continue for a period in excess of four months, then either party shall be entitled to withdraw from the contract, provided that the Customer shall have the right to withdraw from the contract only if Basler fails to declare within one week of Customer's request to do so whether Basler intends to withdraw or to deliver within a reasonable period of time. Such right of withdrawal shall exist notwithstanding the

aforementioned period if performance of the contract has become unreasonable for one of the parties in consideration of the delay so occurred.

8. If the Customer does not have a statutory or contractual right of withdrawal and Basler nevertheless has accepted a return of the Products in writing or text form, then Basler will charge a handling fee in the amount of 10% of the gross value of the Products.
9. Basler shall be entitled to withdraw from any contracts already concluded if the procurement of Products has become materially complicated since the time of conclusion of the contract due to disasters, acts of war or other reasons beyond Basler's control. A material complication shall be deemed to exist in any circumstances where the market price of the Products to be procured has increased by 25 % during the period between the date of conclusions of the respective contract of purchase and sale and the scheduled date of delivery.
10. If the Customer has a right to claim damages due to delay in performance, such claim shall amount to 0,5 % for each complete week of delay, however, in the aggregate to a maximum of 5 % of the agreed purchase price. If the Customer has a right to claim damages in lieu of performance, such claim shall be limited to a maximum of 25 % of the agreed purchase price. Basler shall have no liability if the loss would have occurred even upon delivery in due time. Basler reserves the right to prove that the loss is actually lower.

§ 9 Acceptance and receipt of delivery

1. The Customer shall not unjustifiably reject acceptance of the delivery and shall be obliged to take delivery within 8 days of the receipt of the notice of readiness for delivery, where applicable. In the event of non-acceptance, Basler may exercise the rights available to it under contract or by law.
2. The Customer shall be obliged to accept partial deliveries of reasonable volume.

§ 10 Retention of title

1. The delivered Products shall remain the property of Basler ("**Retained Products**") until the purchase price and all other claims due from the Customer to Basler under the current business relationship have been paid in full. The retention of title shall remain effective even if individual claims owed to Basler are being incorporated into a current account, then balanced and the balance being acknowledged, and shall thereafter form security for such balance.
2. If the Retained Products are being combined, blended, or processed together with the Customer's own products or with any third party goods, then Basler shall acquire a co-ownership in the new item or, as the case may be, in the blended stock in the proportion that the value of the processed Retained Products bears to the aggregate of the values of the other products at the time of such combination, blending or processing. Basler does not claim any interest in the value enhancement created from said combination, blending or processing. In the event Basler's Retained Products are combined with other items and Basler's title in the Retained Products thereby ceases to exist, it is agreed hereby that the Customer's title to the combined item shall pass to Basler in the amount of the Retained Products' value and that the Customer shall keep such combined item in custody on behalf of Basler at no cost.The items resulting from

any such processing or combination shall constitute Retained Products pursuant to the meaning of that term herein.

3. The processed or combined items to which Basler has retained title or co-ownership hereunder shall serve as security for any claims due to Basler in the same way as the Retained Products originally delivered by Basler. Basler shall be entitled to revoke the authorization granted to Customer for the combination, blending or processing of Retained Products if the Customer gets into default in payment towards Basler.
4. The Customer hereby assigns to Basler its receivables from the resale of the Retained Products together with all auxiliary rights related thereto as a security for all claims owed to Basler by the Customer at the time of the resale. In the event of a resale of Retained Products co-owned by Basler, however, only such part of the receivable corresponding to the value of Basler's co-ownership interest shall be deemed so assigned. The Customer shall be authorized to assign its receivable from the resale under a real factoring arrangement, provided such assignment has been notified to Basler in advance and the factoring proceeds are sufficient to cover at least the value of the Retained Products owned or co-owned by Basler, the sale of which has given rise to the respective receivable. The Customer hereby assigns to Basler its receivables and other claims due to it from the factor under the sale of the receivables assigned to Basler by security; such assigned receivables and other claims shall serve as security for Basler's open claims in the same way as the original receivables. Basler hereby accepts all of the aforementioned assignments. If the value of the receivables assigned to Basler as security exceeds Basler's claims due from the Customer by more than 10 %, Basler shall be obliged upon the Customer's request to release any excess security. The Customer shall be authorized as trustee to collect the receivables assigned on behalf of Basler, provided that such authorization shall cease to exist in the event that the Customer defaults in its payment to Basler, in which case Basler shall be authorized in the name of the Customer to notify Customer's purchasers of the assignment. The Customer shall be obliged to provide Basler with the information necessary to enforce its rights against Customer's purchasers, including in particular but not being limited to indicating the names of such purchasers, and to furnish Basler with the required instruments and documents as well as to make available to Basler upon Basler's request written (open) deeds of assignment in each individual case. Upon Customer's request, Basler shall by written notice to the Customer select those receivables required as security for its net claim from the receivables assigned to it. Upon receipt of such notice by the Customer, any existing assignments in excess of those selected shall be waived retroactively.
5. The Customer shall be authorized to resell the Retained Products owned or co-owned by Basler only in the course of Customer's ordinary business and only subject to the provision that the purchase price receivable from the resale shall vest in Basler. Said authorization shall cease to exist in the event that the Customer defaults in its payment to Basler. The Customer shall not be permitted to dispose of the Retained Products owned or co-owned by Basler in any other way than set forth above and shall in particular not pledge or assign the same by way of collateral.
6. The Customer shall be obliged to sufficiently insure Basler's Retained Products owned or co-owned by Basler against loss and damage due to fire, theft, water and similar perils and upon Basler's request to furnish Basler with proof of the valid existence of such insurance cover. The Customer hereby assigns to Basler its claims for indemnity against insurance companies or other persons liable for compensation in whole or, where applicable, on a pro-rata basis.
7. Any impairment or attachment of the Retained Products owned or co-owned by Basler as well as any seizure thereof by third parties must be promptly notified to Basler.

8. If the authorization for resale ceases to exist, the Customer shall be obliged upon Basler's request to furnish Basler with information regarding the inventory of Retained Products owned or co-owned by Basler and to surrender the Retained Products upon Basler's request. To enforce its claim for surrender, Basler shall also be entitled after prior notice and appointment of a deadline to enter the customer's premises and remove the Retained Products. Furthermore, Basler shall have the right to dispose of the surrendered Retained Products in settlement of its claims as soon as either Basler has withdrawn from the contract or the conditions for claiming damages in lieu of performance have been met.
9. The enforcement of the retention of title, in particular by repossession or attachment or disposal of the Retained Products shall not constitute a withdrawal from the contract unless Basler has given express written notice to that effect.
10. Upon Customer's request, Basler shall be obliged to waive its retention of title if the Customer has fulfilled all claims related to the purchased Products and if reasonable security exists with regard to all other claims under the ongoing business relationship. If the realization of the securities exceeds the secured claims by more than 10 percent, Basler shall - if so requested by the Customer- release securities at its sole discretion.

§ 11 Claims based on defects

Material defects

1. The Customer shall inspect the delivered Products immediately after receipt and shall promptly but not later than 10 working days after delivery notify Basler in writing of any identifiable defects together with a detailed description thereof. Defects not immediately identifiable in the course of a proper inspection or defects appearing subsequently shall be notified by the Customer in writing to Basler not later than 10 working days after discovery together with a detailed description thereof.
2. All those parts proving to be defective as a result of circumstances having occurred prior to the transfer of risks shall at Basler's option be either repaired or replaced free from defects without charge. Any such defects must be promptly notified in writing to Basler upon detection.
3. The Customer shall after communication with Basler grant Basler the time and opportunity required to perform all repairs and replacement deliveries deemed necessary by Basler; if Customer fails to do so, Basler shall be released from its liability for any consequences resulting from such failure.
4. If the complaint proves justified, Basler shall bear the cost of the replacement part including transport out of the direct costs incurred by the repair or replacement delivery. In addition, Basler shall bear the costs of demounting and mounting as well as the costs of providing the necessary technicians and support staff including travel costs, provided that such additional costs do not constitute an unreasonable charge on Basler.
5. The customer shall have a right to withdraw from the contract under the applicable statutory provisions if Basler - taking into account any exceptional circumstances provided for by law - fails to perform the repair or replacement delivery for a material defect within a reasonable period set by the customer. If the defect is of a non-material nature only, the Basler and Customer may mutually agree in writing to reduce the contractually agreed price. In all other respects, the right to reduce the contractually agreed price shall be excluded.

6. Basler in particular does not assume any liability in any of the following circumstances: unsuitable or improper use, inaccurate assembly or commissioning by the customer or third parties; wear and tear; incorrect or negligent handling; improper maintenance; unsuitable equipment; defective construction works; unsuitable building lot; chemical, electrochemical, or electrical influences to the extent Basler is not accountable for such circumstances.
7. If a defect is repaired improperly by the Customer or a third party, then Basler shall have no liability for any consequences resulting from such improper repair. The foregoing shall also apply to any modifications of the delivered Products performed without the prior consent of Basler.
8. In all other respects, Basler does not assume any warranty as to quality, durability or otherwise and does not assume any procurement risk unless Basler has expressly assumed any such warranty or risk so specified in writing or text form.

Defects in title

9. In the event the use of the delivered Products results in an infringement of any industrial property rights or copyrights of any third party, Basler shall at Basler's expense modify the delivered Products in a manner reasonable to the Customer, so that the infringement ceases to exist. Should Basler be unable to do so in an economically reasonable way or within a reasonable period of time, then the Customer shall be entitled to withdraw from the contract. If the aforementioned conditions are met, Basler shall also have a right to withdraw from the contract.

10. Basler shall be obliged as aforesaid only if:

- The Customer promptly informs Basler of any asserted claims for the infringement of industrial property rights or copyrights;
- The Customer assists Basler to the extent reasonable in the defense of such claims or, as the case may be, allows Basler to perform the above stated modifications;
- Basler is reserved the right to perform all defensive measures including any extrajudicial settlements;
- The defect in title does not result from an instruction given by the Customer; and
- The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered Products by the Customer.

§ 12 Additional warranty terms for software products

1. Basler warrants that licensed software products meet the functions and features set out in the "Software Product Description" as valid for the respective software products at the time of issue of the license. The technical data, specifications and performance descriptions in the "Software Product Description" do not constitute guarantees unless expressly defined as such. Should specific functions or features of the "Software Product Description" not be met, Basler may opt either for rectification, where applicable in the form of delivery of a new version or to take back the software with reimbursement of any license fees already paid.

2. There is no warranty claim for software products not supplied by Basler or not in compliance with the license regulations. The same will apply to software operated on a computer system not having the minimum hardware configuration and software installations in accordance with the "Software Product Description".
3. Customer will grant Basler the necessary time and opportunity for rectification of the defect if any.
4. There will be no warranty claim where a defect is due to an alteration, the improper use or repair of the software product by the Customer or a third party without the consent of Basler or where the software product was not installed, configured, operated and maintained in accordance with the "Software Product Description".
5. For software products not self-manufactured, Basler will have the option of assigning warranty claims against the retailer to the Customer and of referring him to the manufacturer with regard to the warranty. In this case, Basler will only be liable for defects where the Customer took unsuccessful court action against the manufacturer on the basis of the warranty claims assigned to him. Unless otherwise agreed, the warranty period is 24 months as from delivery to the Customer; six months for repairs and deliveries of replacement parts as well as for customer services performed after lapse of the original warranty period, unless other terms were expressly agreed on.
6. The warranty period for the software products produced by Basler is 6 months after installation, provided that the installation was carried out by Basler or a partner of Basler, otherwise as from delivery.

§ 13 Software rights of use

1. The Customer is being granted a non-exclusive, non-assignable right of use of Basler's software product or third party software (software developed and/or supplied by a third party) and corresponding documentation, addenda and other documents on a computer system (all other rights to the software and the documentation including copies and addenda will remain with Basler or the software supplier).
2. The Customer can observe, inspect or test the functioning of the software for determining the ideas and principles underlying the software if this is done through acts for uploading, displaying, running, transferring or storing the software to which he is contractually authorized; Section 1 will apply accordingly.
3. The Customer may otherwise not wholly or partially reproduce, process, translate, decompile or convert the software from the object code to the source code without the written consent of Basler. This will not apply where such acts are indispensable for procuring the necessary information for the creation of the interoperability of an independently created computer program with other programs and where this information is not easily accessible to the Customer. These acts must be limited to parts of the original program necessary for creation of interoperability; the information gained from them may not be used for any other purpose and may not be disclosed to third parties.
4. The Customer must ensure that the software and documentation are not accessible to third parties without the prior written consent of Basler. Copies may only be made for filing purposes, data back-up and defect detection; Sections 1 and 2 will apply accordingly. The provision of source programs will require a separate written agreement. Where the originals contain a copyright notice, this notice must also be affixed to the copies by the Customer.

5. Unless otherwise agreed, the right of use will apply with an order confirmation and delivery of the software, documentation and subsequent addenda in every case.
6. The Customer will inform Basler immediately and in writing should he become aware of the infringement of any intellectual property or copyrights by a product supplied by Basler. Basler exclusively will have the right to defend the Customer against claims by the owners of such rights or to opt for a workaround which does not infringe on third party rights or to take back the product and to refund the purchase price minus any amount for use conceded. The Customer will defend and indemnify Basler against all claims by the owners of such rights incurred against Basler by non-adherence to Basler's instructions by Customer or alteration of the product or integration thereof into a system by the Customer.
7. Software and corresponding documentation provided by Basler are only for the final user's own use within the framework of a single, non-assignable license. Where originals bear a copyright notice, this copyright notice is to be affixed to any copies by the Customer.

§ 14 Software licenses

1. The Customer may only use software products it orders from Basler as well as the documentation on the basis of a software license issued by Basler or its manufacturers.
2. A software licensing agreement is formed where Basler accepts the Customer's request for a software license in writing and this is confirmed in writing by its manufacturer. The licensed software may only be operated on the central unit or system configuration whose serial number is specified in a license certificate issued by Basler or third party manufacturers or upon application by the Customer for issue of a license or in a license registration form filled out by the Customer ("**Licensed Unit**"). Where the serial number is not documented in the intended way in the individual case the central unit or system configuration will not be regarded as a "Licensed Unit" on which licensed software was initially operated. The software may only be copied, reproduced or transmitted to another system via a computer network to the extent that this is necessary for the operation of the Licensed Unit and for archiving and backup purposes. Where due to a defect of the equipment it is impossible to operate the software on the Licensed Unit the Customer may temporarily run the software on another central unit or system configuration. Where the data carrier provided to the Customer contains software which does not cover the license issued to the Customer for technical reasons it may only be used on the basis of a special license.
3. The software may contain technical precautions preventing access to such non-licensed software. The Customer may only use the licensed software for operation on the Licensed Unit and only alter it in machine-readable form or combine it with other software. The licensed software will still be subject to the terms of Basler or third party manufacturers as part of the adaption. The Customer will affix a copyright notice by the author on all complete or partial copies, adaptions or transmissions of the software that is equivalent to that on the original version of the licensed software.
4. The Customer is obligated to fill out and return the software license registration certificates provided to it to Basler within thirty (30) days. Furthermore, the Customer must keep records containing the licensed software including the respective version, serial number of the licensed unit, the location of the licensed software and the number of copies made. Upon request, the Customer must present these copies to Basler.
5. The software license will entitle exclusively to use of the respective licensed version.

§ 15 Repair agreements - scope of service

Beyond its warranty obligations, Basler shall render repair services against payment on the basis of a separate order confirmation. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler's manufacturing plant shall be carried out at Customer's expense and risk.

§ 16 Disclaimer

To the maximum extent permitted by applicable law, unless expressly stated in these Terms and Conditions, Basler expressly disclaims all warranties, including but not limited to any warranties of merchantability, satisfactory quality, fitness for any purposes, non-infringement, reliability of the Products offered on the Website. Further, save as expressly set out in these Terms and Conditions, Basler, its affiliates, agents, licensors, and their respective directors or employees shall not be liable to any person or entity for any direct or indirect loss, damage, injury, claim or liability of any kind (whether actual, consequential, punitive, special or otherwise) however arising and whether caused by tort (including negligence), breach of contract or otherwise, including but not limited to any (a) emotional pain and suffering or mental distress, (b) loss of income or revenue, (c) loss of business, (d) loss of profits or contracts, and (e) loss of anticipated savings, arising out of or resulting from any Product, any order, any Product description or any error, inaccuracy or omission on the Website.

§ 17 Data privacy

By placing any order to purchase any Product through Basler's Website, the Customer consents to Basler's Privacy Statement located at Privacy Policy and Basler's practices detailed therein, including disclosure/sharing of the Customer's information.

§ 18 Severability

Should any of the individual provisions of the contract or these Terms and Conditions be or become invalid or unenforceable, or should a gap in this agreement be discovered, then the validity and enforceability of the remaining provisions thereof or hereof, as the case may be, shall not be affected thereby. Such invalid or unenforceable provision shall be replaced or, as the case may be, such gap shall be filled by a legally valid and enforceable provision accommodating or coming as close as possible to the intent of the parties as apparent from this agreement as well as to the economic intent and purpose of the invalid or unenforceable provision and the overall agreement. The same shall also apply where the invalidity or unenforceability of a provision is based on the determination of performance or time; in such cases a legally permissible measure of performance or time shall be agreed which comes as close as possible to the intent of the parties.

§ 19 Applicable law; place of performance; jurisdiction

1. The entire legal relationship between Basler and the Customer shall be exclusively governed by and construed under the laws of Singapore to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The conflict of law provisions shall not apply.
3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this section. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

Basler Asia Pte. Ltd. General Terms and Conditions

Terms and Conditions for Website baslerweb.com

§ 1 Scope and general provisions
1. These Terms and Conditions shall apply to all deliveries, installations, repairs, consulting and other services made or rendered by Basler Asia Pte. Ltd., Singapore (hereinafter: "Basler"). These Terms and Conditions, as amended from time to time, shall also apply to any subsequent transactions even if these Terms and Conditions are not again included therein by express reference.
2. Unless expressly accepted and agreed to by Basler in writing, no terms and conditions of delivery and payment or other general terms and conditions of the Customer shall apply.
3. These Terms and Conditions shall not apply to any contracts entered into between Basler and end consumers ("Consumers").
4. Basler products ("Products") are manufactured for the distribution to business customers ("Customers") only and shall not be sold to Consumers directly.
5. The Products are not designed, manufactured or designated for sale as parts, components or structural components for the planning, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The Customer will bear the sole responsibility where Products acquired by the Customer from Basler are used for these purposes. The Customer will inform its own customers of this upon resale of the

Products.
6.. Individual agreements concluded on the exceptional basis with the Customer (including ancillary agreements, addenda and amendments) will take precedence over the present Terms and Conditions. A written contract or written confirmation by Basler will be authoritative for the subject matter and validity of such individual agreement.

§ 2 Conclusion and amendment of contracts

1. Any quotations made by Basler shall be subject to change at any time and in all respects at the sole discretion of Basler. Orders shall not become binding upon Basler unless Basler has confirmed the same either in writing or in text form (text form comprises fax, e-mail and EDI).
2. A contract shall be deemed concluded once Basler has confirmed the order in writing or text form or upon execution of the delivery, whichever is earlier. Any modifications or amendments of as well as any additions to the contract shall be valid only if made in writing or text form and signed by an authorized representative of Basler.
Basler's employees and agents shall in particular not be authorized to make any oral side agreements, grant any oral commitments or make any oral agreements regarding the amendment or modification of the contract. Any such side agreements, commitments or other agreements as aforesaid shall be binding upon Basler only after amendment by Basler of the order confirmation issued in writing or in text form and signed by an authorized representative of Basler.

§ 3 Payments

1. Unless agreed in writing otherwise, any claims owed to Basler under invoices issued by Basler shall be due and payable without deduction immediately after receipt of the respective invoice and delivery or acceptance of the Products and/or services.
2. Basler shall be entitled to credit payments received to earlier debts owed by the Customer. In case any costs and interest have accrued already, Basler shall be entitled to credit any payments to costs first, then to any interest accrued, and finally to the principal debt.
3. In the event of a default in payment, Basler shall charge default interest at the rate of six percent (6%) per annum ("Default Interest"), with the Default Interest accruing daily from the due date of the relevant payment to the date the outstanding payment is fully repaid. Such Default Interest shall be paid to Basler on demand. Basler reserves its right to exercise any further claims available to it, including in particular but not being limited to any damages incurred as a result of the delay in excess thereof.
4. Where payment in installments or a credit period has been agreed, the full outstanding sum shall become immediately due and payable if:
a) The Customer is in default of the payment of one installment and such installment accounts to at least 5 % of the cash price of the Products and/or services;

b) The Customer is in default of the payment of two consecutive installments;
c) The Customer finally ceases to make payments; or
d) Basler acquires knowledge of any other circumstances, which in Basler's sole opinion, casts doubt on the Customer's ability to fulfil its payment obligations and/or creditworthiness (e.g. the filing of a petition in insolvency or the institution of insolvency proceedings against the Customer's assets).

5. The Customer is only entitled to rights of offset or retention to the extent that its entitlement has been determined final and binding or is undisputed. In the case of a defect of the delivered Products, the rights of the Customer remain unaffected.

6. Payments shall be made in cash or by bank transfer only. Basler shall be under no obligation to accept any bills of exchange or checks. If Basler consents to the giving thereof, the same will be accepted as payment only subject to any mark ups as Basler may impose at its sole discretion and against reimbursement of all expenses, which shall be borne by the Customer. Basler shall also not be obliged to timely present bills of exchange or checks and to lodge protests.

7. If the Customer defaults in payment, then notwithstanding Basler's other rights under these Terms and Conditions Basler may at its option, but not the obligation, notify the Customer in writing, setting a reasonable period of grace for performance or supplementary performance. After said period of grace has expired to no avail, Basler shall be entitled to withdraw from the purchase contract by written notice and/or to claim damages in lieu of performance. If the Customer defaults in payment, Basler shall be entitled to make deliveries only after prepayment by the Customer, where applicable.

§ 4 LIMITATION OF LIABILITY

1. BASLER SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF CONTRACT OR THIS TERMS AND CONDITIONS.

2. The liability for delayed delivery is governed finally and conclusively in § 8 of these Terms and Conditions.

§ 5 Scope of supply and services

The Customer shall acquire the Products as specified in detail in the respective order confirmation and, to the extent included in the order confirmation, the operating software and documentation.

§ 6 Quality and pricing

1. If reasonable for the Customer, Basler shall have the right to deviate from the technical data and performance specified in the order confirmation.

2. The Customer shall be solely responsible for the compliance of all statutory, regulatory, and occupational safety provisions upon the use of the Products delivered hereunder.

3. Unless agreed otherwise in writing, the prices quoted by Basler for any Products shall be net of any auxiliary costs such as freight, customs and packaging, exclusive of any discount or other rebates or deductions, and plus the

Good and Services Tax (on the purchase price) applicable on the date of delivery. The confirmed prices are valid only for the purchase of the confirmed quantity.

4. If the period between the date of conclusion of the contract and the date scheduled for delivery in whole or in part exceeds four months and if the cost of the Products to be delivered increases by more than 5 % after the date of conclusion of the contract particularly due to price increases by Basler's suppliers, then Basler shall be entitled to reasonably (i.e. based on the degree of increase in cost) increase the price for such parts of the overall delivery which are scheduled for delivery more than four months after the date of contract conclusion. If the price increase so claimed by Basler amounts to more than 5 % of the price of the overall delivery, the Customer shall within two weeks following the receipt of Basler's notice to that effect be entitled to withdraw from the contract by written notice to Basler.

§ 7 Shipment; transfer of risks

1. Unless otherwise agreed to in writing, Basler's delivery shall be made ex works (Incoterms 2010). Packaging and shipment are performed at Basler's choice and shall be paid for by the Customer.

2. The risks of loss and/or deterioration shall pass to the Customer upon hand-over of the Products to the carrier, forwarding agent or other transporting person, including Basler's own resources. The same shall apply for free delivery, provided that in such case Basler shall assume liability for direct loss or damage in transit limited to the respective gross value of the Products, should such loss or damage have been caused by Basler's own transporting persons.

3. In the event the shipment is delayed for any reasons beyond Basler's control, the risks of loss and/or deterioration shall pass to the Customer upon receipt of the notice of readiness for shipment.

4. The Customer shall promptly, but not later than 3 days after receipt of the Products, notify Basler in writing of any damages in transit, if any, even in cases where Basler is not responsible for the transport.

§ 8 Delivery; delay in delivery; withdrawal

1. Delivery periods and delivery dates confirmed by Basler shall be non-binding unless expressly stated by Basler in writing as being binding.

2. Adherence to the agreed periods and dates of delivery is subject to the timely performance of Customer's contractual obligations.

3. The period for delivery shall commence after clarification of all details regarding the execution of the order and after receipt of all documents and other

information required for
such execution and to be provided by the Customer, as well
as after receipt of any agreed downpayment, if any. The period for delivery shall also be deemed adhered to if the
Products are leaving the plant or designated point of dispatch, as the case may be, or if the Customer has been notified of the readiness for delivery but the Products could not
be shipped in time for any other reason than a fault of
Basler.
4. If delivery by Basler is delayed, the Customer shall notify
Basler in writing, setting a reasonable period of grace of not
less than 14 days. The Customer must send a written reminder when default of delivery begins.
5. After expiry of the period of grace so notified to Basler by
the Customer upon a delay in delivery, the Customer
shall be entitled to withdraw from the contract provided
the Customer has notified Basler of its rejection of performance upon setting said period of grace. Customer's
right to withdraw shall not apply if upon the expiry of the
period of grace the Products have been dispatched or are
ready for shipment and Basler has notified the Customer
to that effect.
6. The agreed periods and dates of delivery shall be extended by the duration of any unforeseeable events beyond Basler's control such as war, threat of war, riots,
use of force by third parties against persons or property,
interventions by public authorities including any monetary
or trade actions (e.g. economic sanctions), labor disputes
at Basler or its suppliers or carriers, interruption of designated transport links, fire, shortage of raw materials (e.g.
semiconductors and other electronic components), energy shortfalls, or other disruptions of Basler's or Basler's
suppliers' operations. The foregoing shall also apply in
cases where delivery by Basler is already delayed or if
the impediment to performance already existed prior to
the conclusion of contract but was unknown to Basler at
that time. Basler shall promptly notify the Customer of the
existence of any such impediments as stated above once
it has knowledge of the same.
7. If any delays in delivery attributable to any one or more of
the events stated in § 8(6) above shall continue for a period in excess of four months, then either party shall be
entitled to withdraw from the contract, provided that the
Customer shall have the right to withdraw from the contract only if Basler fails to declare within one week of Customer's request to do so whether Basler intends to withdraw or to deliver within a reasonable period of time.
Such right of withdrawal shall exist notwithstanding the
aforementioned period if performance of the contract has
become unreasonable for one of the parties in consideration of the delay so occurred.
8. If the Customer does not have a statutory or contractual
right of withdrawal and Basler nevertheless has accepted
a return of the Products in writing or text form, then
Basler will charge a handling fee in the amount of 10% of

the gross value of the Products.
9. Basler shall be entitled to withdraw from any contracts already concluded if the procurement of Products has become materially complicated since the time of conclusion of the contract due to disasters, acts of war or other reasons beyond Basler's control. A material complication shall be deemed to exist in any circumstances where the market price of the Products to be procured has increased by 25 % during the period between the date of conclusions of the respective contract of purchase and sale and the scheduled date of delivery.
10. If the Customer defaults in the payment of an invoice for more than two weeks, a petition in insolvency has been filed against Customer's assets, the Customer has initiated an individual voluntary arrangement with its creditors or ceased to make payments when due, or if Basler acquires knowledge of any other circumstances materially deteriorating the Customer's creditworthiness and jeopardizing the payment of the claim owed to Basler, then Basler shall be entitled to request security by prepayment of bank guarantee (at Customer's option) and to refuse delivery until such security has been provided, setting a period of not less than one week for such provision of security. After the unsuccessful expiry of a reasonable period of grace set by Basler, Basler shall still be entitled to withdraw from this and other contracts with the Customer or to claim damages in lieu of performance.
11. If the Customer has a right to claim damages due to delay in performance, such claim shall amount to 0,5 % for each complete week of delay, however, in the aggregate to a maximum of 5 % of the agreed purchase price.
If the Customer has a right to claim damages in lieu of performance, such claim shall be limited to a maximum of 25 % of the agreed purchase price. Basler shall have no liability if the loss would have occurred even upon deliv-

ery in due time. Basler reserves the right to prove that the loss is actually lower.
§ 9 Acceptance and receipt of delivery
1. The Customer shall not unjustifiably reject acceptance of the delivery and shall be obliged to take delivery within 8 days of the receipt of the notice of readiness for delivery, where applicable. In the event of nonacceptance, Basler may exercise the rights available to it under contract or by law.
2. The Customer shall be obliged to accept partial deliveries of reasonable volume.
§ 10 Retention of title
1. The delivered Products shall remain the property of Basler ("Retained Products") until the purchase price and all other claims due from the Customer to Basler under the current

business relationship have been paid in full. The retention of title shall remain effective even if individual claims owed to Basler are being incorporated into a current account, then balanced and the balance being acknowledged, and shall thereafter form security for such balance.

2. If the Retained Products are being combined, blended, or processed together with the Customer's own products or with any third party goods, then Basler shall acquire a coownership in the new item or, as the case may be, in the blended stock in the proportion that the value of the processed Retained Products bears to the aggregate of the values of the other products at the time of such combination, blending or processing. Basler does not claim any interest in the value enhancement created from said combination, blending or processing.

In the event Basler's Retained Products are combined with other items and Basler's title in the Retained Products thereby ceases to exist, it is agreed hereby that the Customer's title to the combined item shall pass to Basler in the amount of the Retained Products' value and that the Customer shall keep such combined item in custody on behalf of Basler at no cost.

The items resulting from any such processing or combination shall constitute Retained Products pursuant to the meaning of that term herein.

3. The processed or combined items to which Basler has retained title or co-ownership hereunder shall serve as security for any claims due to Basler in the same way as the Retained Products originally delivered by Basler. Basler shall be entitled to revoke the authorization granted to Customer for the combination, blending or processing of Retained Products if the Customer gets into default in payment towards Basler.

4. The Customer hereby assigns to Basler its receivables from the resale of the Retained Products together with all auxiliary rights related thereto as a security for all claims owed to Basler by the Customer at the time of the resale.

In the event of a resale of Retained Products co-owned by Basler, however, only such part of the receivable corresponding to the value of Basler's co-ownership interest shall be deemed so assigned.

The Customer shall be authorized to assign its receivable from the resale under a real factoring arrangement, provided such assignment has been notified to Basler in advance and the factoring proceeds are sufficient to cover at least the value of the Retained Products owned or coowned by Basler, the sale of which has given rise to the respective receivable. The Customer hereby assigns to Basler its receivables and other claims due to it from the factor under the sale of the receivables assigned to Basler by security; such assigned receivables and other claims shall serve as security for Basler's open claims in the same way as the original receivables.

Basler hereby accepts all of the aforementioned assignments.

If the value of the receivables assigned to Basler as security exceeds Basler's claims due from the Customer by more than 10 %, Basler shall be obliged upon the Customer's request to release any excess security.

The Customer shall be authorized as trustee to collect the receivables assigned on behalf of Basler, provided that such authorization shall cease to exist in the event that the Customer defaults in its payment to Basler, in which case Basler shall be authorized in the name of the Customer to notify Customer's purchasers of the assignment.

The Customer shall be obliged to provide Basler with the information necessary to enforce its rights against Customer's purchasers, including in particular but not being limited to indicating the names of such purchasers, and to furnish Basler with the required instruments and documents as well as to make available to Basler upon Basler's request written (open) deeds of assignment in each individual case. Upon Customer's request, Basler shall by written notice to the Customer select those receivables required as security for its net claim from the receivables assigned to it. Upon receipt of such notice by the Customer, any existing assignments in excess of those selected shall be waived retroactively.

5. The Customer shall be authorized to resell the Retained Products owned or co-owned by Basler only in the course of Customer's ordinary business and only subject to the provision that the purchase price receivable from the resale shall vest in Basler. Said authorization shall cease to exist in the event that the Customer defaults in its payment to Basler. The Customer shall not be permitted to dispose of the Retained Products owned or co-owned by Basler in any other way than set forth above and shall in particular not pledge or assign the same by way of collateral.

6. The Customer shall be obliged to sufficiently insure Basler's Retained Products owned or co-owned by Basler against loss and damage due to fire, theft, water and similar perils and upon Basler's request to furnish Basler with proof of the valid existence of such insurance cover. The Customer hereby assigns to Basler its claims for indemnity against insurance companies or other persons liable for compensation in whole or, where applicable, on a pro-rata basis.

7. Any impairment or attachment of the Retained Products owned or co-owned by Basler as well as any seizure thereof by third parties must be promptly notified to Basler.

8. If the authorization for resale ceases to exist, the Customer shall be obliged upon Basler's request to furnish Basler with information regarding the inventory of Retained Products owned or co-owned by Basler and to surrender the Retained Products upon Basler's request. To enforce its claim for surrender, Basler shall also be entitled after prior notice and appointment of a deadline to enter the customer's premises and remove the Retained Products. Furthermore,

Basler shall have the right to dispose of the surrendered
Retained Products in settlement of its claims as soon as either Basler has withdrawn from the contract or the conditions for claiming damages in lieu of performance have
been met.
9. The enforcement of the retention of title, in particular by
repossession or attachment or disposal of the Retained
Products shall not constitute a withdrawal from the contract
unless Basler has given express written notice to that effect.
10. Upon Customer's request, Basler shall be obliged to
waive its retention of title if the Customer has fulfilled all
claims related to the purchased Products and if reasonable security exists with regard to all other claims under
the ongoing business relationship. If the realization of the
securities exceeds the secured claims by more than 10
percent, Basler shall - if so requested by the Customerrelease securities at its sole discretion.

§ 11 Acceptance
Where the work provided by Basler is a contract for services, the Customer must accept the work within four
weeks. After lapse of this deadline the contract for service
will be regarded as having been accepted.
§ 12 Claims based on defects
Material defects
1. The Customer shall inspect the delivered Products immediately after receipt and shall promptly but not later
than 10 working days after delivery notify Basler in writing
of any identifiable defects together with a detailed description thereof. Defects not immediately identifiable in
the course of a proper inspection or defects appearing
subsequently shall be notified by the Customer in writing
to Basler not later than 10 working days after discovery
together with a detailed description thereof.
2. All those parts proving to be defective as a result of circumstances having occurred prior to the transfer of risks
shall at Basler's option be either repaired or replaced free
from defects without charge. Any such defects must be
promptly notified in writing to Basler upon detection.
3. The Customer shall after communication with Basler
grant Basler the time and opportunity required to perform
all repairs and replacement deliveries deemed necessary
by Basler; if Customer fails to do so, Basler shall be released from its liability for any consequences resulting
from such failure.
4. If the complaint proves justified, Basler shall bear the cost
of the replacement part including transport out of the direct costs incurred by the repair or replacement delivery.
In addition, Basler shall bear the costs of demounting and
mounting as well as the costs of providing the necessary
technicians and support staff including travel costs, provided that such additional costs do not constitute an unreasonable charge on Basler.
5. The customer shall have a right to withdraw from the

contract under the applicable statutory provisions if
Basler - taking into account any exceptional circumstances provided for by law - fails to perform the repair or replacement delivery for a material defect within a reasonable period set by the customer. If the defect is of a nonmaterial nature only, the Basler and Customer may mutually agree in writing to reduce the contractually agreed
price. In all other respects, the right to reduce the contractually agreed price shall be excluded.
6. Basler in particular does not assume any liability in any of
the following circumstances: unsuitable or improper use,
inaccurate assembly or commissioning by the customer
or third parties; wear and tear; incorrect or negligent handling; improper maintenance; unsuitable equipment; defective construction works; unsuitable building lot; chemical, electrochemical, or electrical influences to the extent
Basler is not accountable for such circumstances.
7. If a defect is repaired improperly by the Customer or a
third party, then Basler shall have no liability for any consequences resulting from such improper repair. The foregoing shall also apply to any modifications of the delivered Products performed without the prior consent of
Basler.
8. In all other respects, Basler does not assume any warranty as to quality, durability or otherwise and does not assume any procurement risk unless Basler has expressly
assumed any such warranty or risk so specified in writing
or text form.
Defects in title
9. In the event the use of the delivered Products results in
an infringement of any industrial property rights or copyrights of any third party, Basler shall at Basler's expense
modify the delivered Products in a manner reasonable to
the Customer, so that the infringement ceases to exist.
Should Basler be unable to do so in an economically
reasonable way or within a reasonable period of time,
then the Customer shall be entitled to withdraw from the
contract. If the aforementioned conditions are met, Basler
shall also have a right to withdraw from the contract.
10. Basler shall be obliged as aforesaid only if:
- The Customer promptly informs Basler of any asserted
claims for the infringement of industrial property rights
or copyrights;
- The Customer assists Basler to the extent reasonable
in the defense of such claims or, as the case may be,
allows Basler to perform the above stated modifications;
- Basler is reserved the right to perform all defensive
measures including any extrajudicial settlements;
- The defect in title does not result from an instruction
given by the Customer; and
- The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered Products by the Customer.

§ 13 Additional warranty terms for software products
1. Basler warrants that licensed software products meet the
functions and features set out in the "Software Product
Description" as valid for the respective software products
at the time of issue of the license. The technical data,

specifications and performance descriptions in the "Software Product Description" do not constitute guarantees
unless expressly defined as such. Should specific functions or features of the "Software Product Description" not
be met, Basler may opt either for rectification, where applicable in the form of delivery of a new version or to take
back the software with reimbursement of any license fees
already paid.
2. There is no warranty claim for software products not supplied by Basler or not in compliance with the license regulations. The same will apply to software operated on a computer system not having the minimum hardware configuration and software installations in accordance with the
"Software Product Description".
3. Customer will grant Basler the necessary time and opportunity for rectification of the defect if any.
4. There will be no warranty claim where a defect is due to
an alteration, the improper use or repair of the software
product by the Customer or a third party without the consent of Basler or where the software product was not installed, configured, operated and maintained in accordance with the "Software Product Description".
5. For software products not self-manufactured, Basler will
have the option of assigning warranty claims against the
retailer to the Customer and of referring him to the manufacturer with regard to the warranty. In this case, Basler
will only be liable for defects where the Customer took unsuccessful court action against the manufacturer on the
basis of the warranty claims assigned to him. Unless otherwise agreed, the warranty period is 24 months as from
delivery to the Customer; six months for repairs and deliveries of replacement parts as well as for customer services performed after lapse of the original warranty period,
unless other terms were expressly agreed on.
6. The warranty period for the software products produced
by Basler is 6 months after installation, provided that the

installation was carried out by Basler or a partner of
Basler, otherwise as from delivery.
§ 14 Software rights of use
1. The Customer is being granted a non-exclusive, nonassignable right of use of Basler’s software product or
third party software (software developed and/or supplied
by a third party) and corresponding documentation, addenda and other documents on a computer system (all
other rights to the software and the documentation including copies and addenda will remain with Basler or the
software supplier).
2. The Customer can observe, inspect or test the functioning
of the software for determining the ideas and principles
underlying the software if this is done through acts for uploading, displaying, running, transferring or storing the
software to which he is contractually authorized; sec. 1 will
apply accordingly.

3. The Customer may otherwise not wholly or partially reproduce, process, translate, decompile or convert the software from the object code to the source code without the written consent of Basler. This will not apply where such acts are indispensable for procuring the necessary information for the creation of the interoperability of an independently created computer program with other programs and where this information is not easily accessible to the Customer. These acts must be limited to parts of the original program necessary for creation of interoperability; the information gained from them may not be used for any other purpose and may not be disclosed to third parties.
4. The Customer must ensure that the software and documentation are not accessible to third parties without the prior written consent of Basler. Copies may only be made for filing purposes, data back-up and defect detection; sec. 1 and 2 will apply accordingly. The provision of source programs will require a separate written agreement. Where the originals contain a copyright notice this notice must also be affixed to the copies by the Customer.
5. Unless otherwise agreed the right of use will apply with an order confirmation and delivery of the software, documentation and subsequent addenda in every case.
6. The Customer will inform Basler immediately and in writing should he become aware of the infringement of any intellectual property or copyrights by a product supplied by Basler. Basler exclusively will have the right to defend the Customer against claims by the owners of such rights or to opt for a workaround which does not infringe on third party rights or to take back the product and to refund the purchase price minus any amount for use conceded. The Customer will defend and indemnify Basler against all claims by the owners of such rights incurred against Basler by non-adherence to Basler's instructions by Customer or alteration of the product or integration thereof into a system by the Customer.
7. Software and corresponding documentation provided by Basler are only for the final user's own use within the framework of a single, non-assignable license. Where originals bear a copyright notice, this copyright notice is to be affixed to any copies by the Customer.

§ 15 Software licenses

1. The Customer may only use software products it orders from Basler as well as the documentation on the basis of a software license issued by Basler or its manufacturers.
2. A software licensing agreement is formed where Basler accepts the Customer's request for a software license in writing and this is confirmed in writing by its manufacturer. The licensed software may only be operated on the central unit or system configuration whose serial number is specified in a license certificate issued by Basler or third party manufacturers or upon application by the Customer for issue of a license or in a license registration form filled out by the Customer ("Licensed Unit"). Where the serial

number is not documented in the intended way in the individual case the central unit or system configuration will not
be regarded as a “Licensed Unit” on which licensed software was initially operated. The software may only be
copied, reproduced or transmitted to another system via a computer network to the extent that this is necessary for the operation of the Licensed Unit and for archiving and backup purposes. Where due to a defect of the equipment it is impossible to operate the software on the Licensed Unit the Customer may temporarily run the software on another central unit or system configuration. Where the data carrier provided to the Customer contains software which does not cover the license issued to the Customer for technical reasons it may only be used on the basis of a special license.

3. The software may contain technical precautions preventing access to such non-licensed software. The Customer
may only use the licensed software for operation on the Licensed Unit and only alter it in machine-readable form or combine it with other software. The licensed software will
still be subject to the terms of Basler or third party manufacturers as part of the adaption. The Customer will affix a
copyright notice by the author on all complete or partial copies, adaptions or transmissions of the software that is equivalent to that on the original version of the licensed software.

4. The Customer is obligated to fill out and return the software license registration certificates provided to it to
Basler within thirty (30) days. Furthermore, the Customer
must keep records containing the licensed software including the respective version, serial number of the licensed unit, the location of the licensed software and the
number of copies made. Upon request, the Customer
must present these copies to Basler.

5. The software license will entitle exclusively to use of the respective licensed version.

§ 16 Repair agreements - scope of service

Beyond its warranty obligations, Basler shall render repair services against payment on the basis of a separate order confirmation. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler’s manufacturing plant shall be carried out at Customer’s expense and
risk.

§ 17 Data privacy

The Customer is hereby advised in accordance with applicable data protection regulations that his or her personal data will be stored and processed by Basler. Such processing of data will be performed in compliance with the applicable regulations.

§ 18 Severability

Should any of the individual provisions of the contract or these Terms and Conditions be or become invalid or unenforceable, or should a gap in this agreement be discovered, then the

validity and enforceability of the remaining provisions thereof or hereof, as the case may be, shall not be affected thereby. Such invalid or unenforceable provision shall be replaced or, as the case may be, such gap shall be filled by a legally valid and enforceable provision accommodating or coming as close as possible to the intent of the parties as apparent from this agreement as well as to the economic intent and purpose of the invalid or unenforceable provision and the overall agreement. The same shall also apply where the invalidity or unenforceability of a provision is based on the determination of performance or time; in such cases a legally permissible

measure of performance or time shall be agreed which comes as close as possible to the intent of the parties.

§ 19 Applicable law; place of performance; jurisdiction

1. The entire legal relationship between Basler and the Customer shall be exclusively governed by and construed under the laws of Singapore to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The conflict of law provisions shall not apply.
3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

Effective as of January 2020