

**ASBISC ENTERPRISES PLC
TERMS AND CONDITIONS OF SALE**

1. Applicability

- (1) The following Terms and Conditions of Sale apply to all - present and future - contracts entered into by ASBISC Enterprises PLC (hereinafter called "ASBIS") and the Buyer for the sale of all products and/or services of ASBIS (hereinafter called "Products"), unless other conditions are not agreed by the parties and stipulated by the relevant contract. These Terms and Conditions of Sale shall be considered acknowledged by the Buyer by placing of an order, signing and returning of pro-forma invoice or acceptance of the delivered Product, whichever occurs first.
- (2) ASBIS expressly objects to any application of the Buyer's differently formulated business terms and conditions.
- (3) These Terms and Conditions of Sale may be amended from time to time without notice at the sole discretion of ASBIS. The updated Terms and Conditions are retroactive and apply to the relationship between ASBIS and the Buyer that arisen before they were updated. The Buyer accepts these Terms and Conditions "as is".

2. Prices

(1) Prices are set forth on the face hereof. Prices specified herein are exclusive of any and all federal, state and local excise, sales, use and similar taxes. Buyer will pay any tax (and any related interest or penalty), however designated, and imposed with respect to the Products sold.

3. Deliveries and Risk

- (1) All delivery dates, including those set forth on the face hereof, are estimates only. ASBIS shall not be responsible for any delay in delivery or performance even if times or dates have been agreed on in a binding manner.
- (2) ASBIS may at any time make partial delivery or render services partially.
- (3) Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce currently in force at the date of conclusion of the agreement.
- (4) ASBIS will select the carrier but carrier shall not be construed as an agent of ASBIS.
- (5) The risk shall pass over to Buyer as soon as the Products are handed over to the common carrier, or leave the warehouse of ASBIS for the purpose of shipment. If shipment becomes impossible through no fault of ASBIS, the risk shall pass over to Buyer on notification of readiness for shipment.
- (6) Buyer shall bear all risk of loss in transit and is responsible for filing claims with the carrier and all freight and handling costs.

4. Inspection

- (1) Buyer shall inspect and examine all Products immediately upon receipt and shall notify ASBIS of all discrepancies and damages within 4 (four) calendar days after receipt.
- (2) If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in weight or size, the Buyer shall make relevant records in shipping documents or reject delivery from the carrier and notify ASBIS immediately. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection.
- (3) Failure to give notices as provided above in the paragraphs (1) and (2) of this Clause 4 (Inspection) within the time specified shall be deemed an acceptance of the Products as of the date of shipment.

5. Warranties

- (1) Product warranties, if any, are provided by the manufacturer of the Products as may be specified on Product packaging, accompanying documentation or RMA Policy of the manufacturer.
- (2) ASBIS MAKES NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. ASBIS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.
- (3) Any deviations of quality, color, width, weight, equipment or design, which are customary in trade or of a minor nature and technically inevitable, are excluded from the warranties.
- (4) If Products are defective or become defective within the manufacturer's warranty period due to a production or material defect, ASBIS may choose, at his own discretion, to deliver refurbished or new Products, to repair the Products ("Subsequent performance") or to issue a credit; all other warranty claims, in particular all of the Buyer's or its Buyer's claims to compensation for consequential damage, shall initially be excluded. Subsequent performances may be attempted several times.

6. Retention of Title

(1) NOTWITHSTANDING DELIVERY, ASBIS SHALL RETAIN TITLE TO ALL PRODUCTS DELIVERED (THE "RESERVED PRODUCTS") UNTIL IT HAS RECEIVED PAYMENT IN FULL OF ALL SUMS DUE IN CONNECTION WITH THE SUPPLY OF THE PRODUCTS TO THE BUYER.

(2) Reserved Products should be always clearly marked off as such and kept separately from other inventory of the Buyer. In the event of any seizure of the Reserved Products by a third party, the Buyer shall point out the ownership rights of ASBIS and inform it immediately.

(3) Buyer shall have the right to process Reserved Products in the ordinary course of business and sell them subject to retention of title as long as the Buyer is not in default. No pledge or transfer of ownership by way of security is allowed.

(4) BUYER HEREBY ASSIGNS TO ASBIS ANY PROCEEDS (INCLUDING ACCOUNTS RECEIVABLE) DERIVED FROM SELLING RESERVED PRODUCTS AS SECURITY FOR ITS OBLIGATIONS HEREUNDER UNTIL THE ENTIRE AMOUNT DUE HAS BEEN PAID AND WILL EXECUTE ANY DOCUMENT TO PERFECT THIS ASSIGNMENT THAT ASBIS REQUESTS.

(5) If Buyer fails to make any payment when due, ASBIS may repossess or otherwise recover the Products subject to this retention of title. At the request of ASBIS the Buyer shall be bound to give full assistance in this matter, failing which the Buyer shall be liable for damages in the amount Euro 1,000 per day, which shall be immediately due and payable. All revendication expenses shall be for the Buyer's account.

(6) Title to software products shall always remain with ASBIS or the copyright owner notwithstanding Buyer's payment of license fees or royalties.

7. Payment

- (1) Terms of payment are stated on the face of the invoice. All sales are subject to the prior approval of the Credit Department of ASBIS.
- (2) All bank fees, charges and commissions are paid by the Buyer. Payment will be made without any set-off or suspension on any account whatsoever. No deduction of any cash discount shall be allowed as long as older due invoices remain unpaid.
- (3) If the Buyer fails to pay the amounts due, interest will be due by the Buyer at a rate of 1.5% per month on the outstanding amount, without any notice of default being required. If, after notice of default has been given, the Buyer still fails to pay its debt, the debt may be placed out of hand in which event, in addition to the total amount then due, the Buyer will also be bound to pay in full the legal and non-legal expenses of collection, including the costs of legal aid.
- (4) If at any time the financial condition of Buyer so warrants, or if Buyer fails to make payment(s) when due, or if Buyer fails to supply requested financial documentation, or defaults in any way, ASBIS may either alter terms of payment, suspend credit and delay shipment or pursue any remedies available at law or under this Terms and Conditions of Sale. In such event, ASBIS will be entitled to reimbursement from Buyer for its reasonable expenses, including attorney's fees.

8. Limitation of Liability

(1) LIABILITY OF ASBIS FOR BREACH OF OR RESULTING FROM PRODUCTS SOLD PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES SET FORTH IN THE WARRANTY PROVISIONS OF THIS TERMS AND CONDITIONS OF SALE. IN NO EVENT SHALL ASBIS BE LIABLE FOR COSTS OF PROCUREMENT OR SUBSTITUTE GOODS BY BUYER, OR FOR INJURY OR DAMAGE TO BUSINESS, LOSS OF PROFITS, REVENUES OR GOODWILL, OR LOSS OF DATA. IN NO EVENT SHALL ASBIS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGE, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, TERMINATION, NEGLIGENCE, OR OTHERWISE, EVEN IF ASBIS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Jurisdiction and Applicable Law

(1) Exclusively the law of the Republic of Cyprus shall govern the Agreement, except cases of Retention of Title for Germany customers (in this case Germany law will be applicable). The Agreement of the United Nations on Purchase Contracts on the International Sale of Goods dated April 11, 1980 shall not apply. The Courts of Cyprus shall have exclusive jurisdiction to decide any dispute arising out of or in connection with this Agreement.

10. Invalidity

(1) Should any provision in these Terms and Conditions of Sale be or become invalid, the validity of all other provisions or agreements shall remain unaffected thereby. Buyer and ASBIS shall instead be obliged to replace the invalid provision by a valid one which most effectively serves within the limits allowed by law the economic purpose of the invalid provision.