

General Conditions of Purchase

for the GETT Group

consisting of:

GETT Management GmbH; Mittlerer Ring 1; D-08233 Treuen
GETT Gerätetechnik GmbH
GETT Asia Limited
GETT Assembly (Asia) Co. Ltd.
Indukey Keyboard Production Verwaltungs GmbH
GETT North America
- hereinafter referred to as "GETT" -

1. Scope of validity

1) These conditions of purchase shall form part of all the contractual agreements made by companies within the GETT Group, hereinafter particularly

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with other companies within the framework of the purchase of goods and services, including any work performance; however, this does not include any building work.

2) Any consideration of the contractual partner's general terms and conditions of business, particularly any conditions of sale or delivery terms, within the contractual relationship shall be explicitly rejected. They shall not become part of the contract, even if GETT has accepted goods or services unconditionally without any explicit rejection of the conditions of sale and delivery terms in the confirmation of orders or other correspondence.

3) The conditions of purchase at GETT shall apply to the complete business relationship with the contractual partner and shall not depend on the time when individual contracts were established. They shall also apply to any future contracts and shall only be valid with regard to companies in the sense of Section 310 Para. 1 of the German Civil Code.

2. Signing contracts

1) We shall be bound by our order for 10 working days after you receive it, if nothing different can be construed from the order. Following this time, we may revoke our order, even if the cancellation only arrives at your business premises after the expiry of this period.

2) If requested to do so, you must confirm the order in writing. The confirmation of the order must reflect all the details of the order. Any differences from our orders shall only be deemed to be approved, if we, in turn, confirm them in writing.

3) By accepting this order, you promise to enable the customs authorities to make checks on the proof of origin and suppliers' declarations and both provide the necessary information for this and also produce any official confirmation (information leaflets), which may be necessary for this. You

shall also promise to compensate us for any damage or loss, which we suffer if the declared origin is not recognised by the responsible public authority.

4) Any agreements, which are made between you and us for the purposes of completing the contract, must be fully recorded in the contract in writing. We shall only recognise any verbal or phone orders or supplementary arrangements and changes to the contract if we have confirmed them in writing.

5) We shall not grant any payments for visits, developing projects, quotations or similar procedures.

6) If reasonable for you, we may demand changes to the subject matter of the contract, even after the contract has been signed. Possible increases or reductions in costs and the effects on the agreed delivery date/production date shall be taken into consideration in an appropriate manner, if this occurs.

7) Standard commercial clauses shall be interpreted according to the current valid Incoterms 2010. If advance payment has been made, the ownership of any goods shall pass to us with the payment of the full advance amount. You must label the goods as our property for third parties. Your obligation to assume risks shall not be affected by this.

3. Prices, shipping, packaging

1) The prices shown in the order/placing of the order are fixed prices and shall exclude any kind of subsequent demands. These prices shall include the costs for packaging and transport as far as the shipping address specified by us or the place of usage and customs and customs formalities. If no prices have been specified in the order, your current list prices with the normal commercial deductions shall apply.

2) Shipping notes, consignment notes, invoices and all correspondence must include our order number.

3) We shall only accept the quantities or numbers of items that we have ordered. Deliveries of too many or too few parts shall only be permissible after agreements have been reached with us in advance. Shipments shall take place at your risk.

4) Your obligation to take back the packaging is governed by the statutory provisions, if no special agreement has been reached on this matter. The packaging must be such that no damage or loss takes place in transit. Only eco-friendly packaging materials may be used and they must be utilised to the extent that this is necessary to prevent any damage or loss in transit.

4. Invoicing and payment

1) Invoices must be sent to us separately with all the associated documents and data in the proper form once the delivery/service has been completed. Any invoices not properly sent shall only be deemed to have reached our premises once they arrive in the correct form.

2) Payment shall be made according to conditions of payment specified on our orders; if no such specifications exist, payment should take place in line with the standard commercial practice on the 15th day of the month following the delivery/service and the receipt of the invoice, including the deduction of the discount rate agreed with you.

3) If any certification through material tests or confirmation of checks on outgoing goods has been agreed, it shall form an essential part of the delivery/service and shall be sent to us together with the delivery/service or the invoice.

4) Any rights to offset and/or withhold amounts shall exist to the extent allowed by the law.

5. Delivery dates, delayed deliveries, force majeure

1) The agreed delivery dates/production dates shall be binding. The arrival of the goods at the reception point or place of usage specified by us or the timely and successful inspection and approval shall determine whether the delivery date/production date or the delivery deadline has been met or not.

2) If you realise that an agreed date cannot be met for whatever reasons, you must communicate this to us immediately in writing, specifying the reasons for this and the probable duration of the delay.

3) You shall be obliged to provide compensation for any direct or indirect damage/losses caused by the delay.

4) If the agreed delivery date/production date cannot be met for a reason, for which you are responsible, and an appropriate period of grace set by us has expired without the matter having been resolved, we shall be entitled to demand compensation instead of the work/service or purchase a replacement from a third party or withdraw from the contract, as we see fit.

5) Force majeure and industrial disputes shall exempt the contractual partner from any obligations to provide work/services for the duration of the disturbance and to the degree that they have an effect. The contract partners shall be obliged to immediately provide the necessary information as far as is reasonable and adapt their obligations to the changes in circumstances in good faith. We shall be fully or partly exempted from the obligation to accept the delivery/service on order and in this respect entitled to withdraw from the contract if the delivery/service is no longer usable for us because of the delay caused by force majeure or the labour dispute – taking into consideration economic factors.

6) If the delivery takes place earlier than agreed, we shall retain the right to return the goods to you at your expense. If the goods are not returned, although they were delivered early, the goods shall be stored at our premises at your cost and risk until the delivery date. In the case of any premature delivery, we shall retain the right not to make payment until the agreed due date.

6. Retention of title

1) If GETT makes something available to the supplier, GETT shall retain the title to these goods. Any processing or restructuring work by the supplier shall be completed for GETT. If these parts are processed with other objects, which do not belong to GETT, GETT shall acquire the ownership of the new item in proportion to the value of the item (purchase price plus value-added tax) in comparison with the other processed objects at the time of the processing work.

2) If the parts made available by GETT are inseparably mixed with other objects, which do not belong to GETT, GETT shall acquire the co-ownership of the new item in proportion to the value of the parts in comparison with the other combined objects at the time that they are combined. If the combination process takes place in such a way that the supplier's item is to be viewed as the main item, it shall be deemed as agreed that the supplier shall transfer the joint ownership to GETT on a proportional basis. The supplier shall maintain the sole ownership or the joint ownership on behalf of GETT.

7. Guarantees and warranties

1) GETT shall inspect any incoming goods for defects as part of its normal course of business. In principle, any visual inspection in the form of an approximate check on quantities and weights shall be deemed to be sufficient. In the case of larger quantities, the inspection shall be restricted to spot checks in each case. If any defects are discovered after delivery to GETT, the notification of the defect(s) shall be deemed to be punctual if it takes place within 14 days of discovery of the defect. Any duty to inspect items with a view to concealed defects shall not apply to GETT.

2) GETT shall be entitled to the statutory warranty rights without any restrictions. GETT shall particularly be authorised to demand the elimination of the defect(s) or supplementary performance, as it chooses. In this case, the supplier shall be obliged to assume all the necessary costs for the purposes of eliminating the defect(s) or providing supplementary performance. If GETT so wishes, the repair work shall take place at the location where the defective contractual part is being used, at the supplier's expense. The supplier shall be fully responsible for the costs of returning and any repeat delivery of the goods, which have triggered complaints. If the defective contractual item has been installed in a product, e.g. an assembly unit, and the replacement of the defective contractual item or its repair is not possible or uneconomic for technical reasons, the supplier shall refund the total value of the product, which has been unusable as a result of the defective contractual item, to GETT. Our right to demand compensation, particularly compensation instead of any performance, shall explicitly be retained. We shall be entitled to the same rights, if guaranteed quality levels are missing or guaranteed data and figures are not achieved.

3) If you culpably fail to meet your warranty obligation within an appropriate period, which we have set, we may complete the necessary work ourselves at your cost and risk – regardless of your warranty obligation – or have this work performed by third parties. In urgent cases, we may handle the elimination of the defects ourselves or have this completed by a third party. We may eliminate minor defects without any prior arrangement – to meet our duty to minimise damage – without your warranty obligation being affected as a result. We may then charge the necessary expenditure to you. If one party withdraws from the contract, the contractual expenses must be refunded too. The same shall apply if there is a risk of incurring unusually high losses.

4) The statutory warranty periods shall apply, provided that nothing different has been explicitly agreed by an individual arrangement. They start with the handover of the delivery item to us or to the third party specified by us at the reception or usage point that we have stipulated. In the case of devices, machines, units and work performance, the warranty period shall start on the inspection and approval date, which is quoted in our written declaration of approval. The expiry of the warranty period shall be suspended by any punctual notice of defect to the supplier for the fault, about which a complaint is being made, prior to the expiry of the warranty period. The suspension shall end three months after the supplier has finally rejected in writing its obligation to meet claims for the defect, about which a complaint has been made. The statutory warranty obligations shall also apply to spare parts, if nothing different has been explicitly agreed in an individual arrangement.

5) In the case of supplied parts, which could not be put into service during the inspection of the defect and/or the elimination of the defect, the ongoing warranty period shall be extended by the time of the interruption to operations. The warranty period shall start again for any improved or replaced supplied parts at this time – beyond the statutory suspension period.

6) If you are responsible for any damage to a product, you must exempt us in this respect from any claims for compensation by third parties at our first request, if the cause lies in your domain and organisational area and you yourself are liable in relation to third parties. In this sphere, you shall also be obliged to refund any expenditure, which has been incurred on the basis of or in connection with any recall that we have performed. We shall inform you about any such action in advance, if this is possible and reasonable, and give you an opportunity to comment on the situation. You shall mark

the supplied items in such a way that they are permanently recognisable as your products. You must perform quality assurance measures, which are suited to the type and scope and which match the latest quality standards, and provide evidence of this work, if we ask for it. You shall sign an appropriate quality assurance agreement with us, if we consider this necessary.

7) You shall also take out appropriate insurance against all the risks arising from product liability, including the risk of any recall, and submit the insurance policy to us for inspection, if we request this.

8. Industrial property rights

1) GETT may use the contractual item, including the underlying patents and other industrial property rights, within its Group without any reservations or restrictions in terms of time. You shall guarantee and grant assurances that all the deliveries/services are free from any industrial property rights belonging to third parties and, in particular, that no patents, licenses or other industrial property rights belonging to third parties are infringed through the delivery and usage of the supplied items. You shall exempt us and our customers from any claims by third parties arising from possible infringements of industrial property rights at our first request and shall also bear all the costs incurred by us in this connection. We shall be entitled to obtain the permit to use the items and services concerned from the authorised party at your cost.

9. Using our tools

1) All the tools, which you use from us, shall explicitly remain our property. You shall promise to only use these tools to manufacture the products ordered by us and insure the tools adequately, maintain them properly and perform the necessary servicing work on them at your own expense. You must also inform us about anything concerning the tools, particularly about any deterioration in their condition and any seizure measures by third parties. You shall refund any costs that are incurred as a result.

2) After completing the order, you must immediately return the tools made available to you as soon as you receive the request for this. When using our tools that have been made available, you must maintain the necessary diligence in normal business practices and assume responsibility for any possible faults, for which you are to blame. You must perform maintenance work on the tools. The supplier shall bear the costs of this.

10. Duty to maintain confidentiality

1) Both contractual partners shall promise to treat as strictly confidential any information of a technical or non-technical nature, which they learn about during current or future discussions or as part of their existing or future cooperation.

2) The information gained during the course of discussions and implementing the contract, e.g. illustrations, drawings, calculations and parts, shall be treated by both sides as their own operating secrets and not passed on to third parties before any prior agreement or used for their own commercial purposes or other customers. If any information and documents have to be passed on within the companies or company associations, appropriate precautions must be taken. Preliminary suppliers and employees must be obliged to maintain secrecy in the same way.

3) The obligation to maintain secrecy shall lapse for any such information, if you can prove that you were aware of the information before this time or that an authorised third party had revealed it to you before or after you learned about it or if it was general knowledge or generally accessible before the time that you learned about the information or that it had been general knowledge or generally

accessible after the time that you learned about it without the participant in discussions, which received the information, being responsible for this.

11. Final provisions

- 1) If individual parts of these general conditions of purchase should not be legally valid, the validity of the remaining provisions shall not be impaired by this.
- 2) You shall not be entitled to pass on the order or parts of the order to third parties without our prior consent.
- 3) If nothing different has been explicitly agreed, the place of fulfilment for the delivery obligations shall be the shipping address requested by us or the place of usage. If the place of jurisdiction at the place of fulfilment is ruled out, it is agreed that Treuen shall be the place of jurisdiction. We may also choose to initiate legal proceedings against the supplier/agent at its general place of jurisdiction.
- 4) The laws of the Federal Republic of Germany shall exclusively apply to all the contracts signed between us. If legally permissible, the applicability of the UN Convention on Contracts for the International Sale of Goods shall be excluded.

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Treuen (Vogtland), 3 May 2016