



# GENERAL TERMS

## FOR SUPPLIES AND SERVICES

DYEMANSION NORTH AMERICA INC.

1. Scope. These General Terms and Conditions shall apply to all goods, services and licenses of any kind provided by DyeMansion North America Inc., 4020 S Industrial Dr #160, Austin, TX 78744, USA ("DyeMansion") to ("Customer"). DyeMansion and the Customer have entered into a contract of sale or goods and/or a service, license and/or other agreement (hereafter referred to as "Contract"), these General Terms and Conditions shall apply to such Contract between the parties.

DyeMansion provides services and goods, i.e. products, rights, licenses, or tangible or intangible works (hereinafter collectively "Goods"), which are the subject matter of the Contract.

2. No Other Terms and Conditions. These General Terms and Conditions constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to the Contract. No change or modification of General Terms and Conditions shall be valid and legally binding unless it such modifications are in writing and signed by all the parties to these General Terms and Conditions.

3. Quotations Any quotations which DyeMansion may provide pursuant to any Customer orders under the Contract shall not be binding on DyeMansion.

4. Order confirmations. DyeMansion has an absolute right to accept or reject any orders

from Customer under the Contract, and orders shall not be deemed accepted until and unless DyeMansion confirms acceptance in writing of the Customer's order.

5. Technical specifications. The Customer shall refrain from using for any purpose unrelated to the Contract, copying and making available to third parties any technical specifications, drawings, quotations and calculations which the Customer may receive from DyeMansion, in particular in connection with the negotiation or the performance of the Contract or any order under the Contract. DyeMansion reserves the copyright and other rights in such materials. In the event that the Customer violates the foregoing obligation, DyeMansion shall be entitled to request immediate release and delivery of such materials.

6. Change requests. If Customer requests a Change to the Contract, DyeMansion will reasonably attempt to accommodate this request provided that the Customer will bear all extra cost and effort caused by the change. No change or modification of Contract shall be valid and legally binding unless if such modifications are in writing and signed by all the parties to the Contract.

7. Terms of Delivery. All orders for Goods by Customer accepted by DyeMansion shall be delivered according to the terms of delivery for such order, which shall be in writing and included in DyeMansion's quotations and/or DyeMansion's written confirmation accepting Customer's order.

8. Deliver date. Time shall not be regarded to be of the essence for any order unless expressly agreed to in writing by the parties. No delivery date shall be binding on DyeMansion unless such delivery date has been expressly confirmed in writing as "binding".

9. Assembly or installations. Where deliverable Goods require assembly or installation, this shall be the Customer's responsibility. Where DyeMansion has expressly assumed responsibility for the assembly/installation of Goods in writing, the Customer shall provide at its own cost and in a timely manner the following:

(a) all necessary support staff, including skilled personnel for electric installations and/or water facilities, if required;

(b) all mechanical devices required for the assembly/installation, including lifting devices, and fuel;

(c) heating, lighting and electricity, including the necessary lines to the place where the Deliverable is to be installed. The Customer shall confirm in writing that the foregoing and all other conditions for assembly/installation have been fulfilled before DyeMansion commences its work.

10. Partial deliveries. DyeMansion reserves the right to make partial deliveries to Customer for orders under the Contract.

11. Successor and Substitute Goods. DyeMansion reserves the right to supply successor or substitute Goods to the Customer for any Order(s) under the Contract accepted by DyeMansion, provided that the successor or substitute product meets the agreed specifications, as determined in the sole discretion of DyeMansion, and such successor or substitute Good is not more expensive than the Good ordered by Customer.

12. Intellectual Property Rights. DyeMansion reserves all intellectual property rights in and to all Goods and Services as well as any other invention, development or discovery by DyeMansion during performance of the Contract.

The Customer's right to use any Goods (including Goods developed or customized for Customer) shall be non-exclusive, limited to Customer's internal business purposes and otherwise only as provided in the Contract and in these General Terms and Conditions. Customer may not copy or use any intellectual property of DyeMansion without prior authorization.

The source code for any software is expressly outside the scope of Goods to be delivered to Customer for any order under the Contract unless expressly agreed to in writing by DyeMansion. Software provided by DyeMansion pursuant to any order under the Contract may only be used by Customer together with the Good(s) with which, or for which, such software has been provided under pursuant to said order under the Contract.

13. Support. With respect to repair, maintenance or other services provided to the Customer on site ("Service(s)"), the following additional terms shall apply and control:

DyeMansion's Services shall be billed to Customer on a time and material basis at DyeMansion's standard billable rate, unless DyeMansion and the Customer have entered into a separate written agreement for such Services to supersede these General Terms and Conditions.

Inspections or tests of any DyeMansion Good(s) on Customer's site and other efforts in order to prepare a quotation or estimate shall also be considered a Service and shall be billed to Customer on a time and material basis, at DyeMansion's standard billable rate.

Where Services are prevented, inhibited or complicated by any modifications to DyeMansion's Goods or by insufficient maintenance, care or cleaning of the Goods or by any other circumstances or where the Customer fails to reasonably support DyeMansion's performance of Services with information or resources or otherwise fails to comply with its obligations, the extra cost and efforts shall be billed to the Customer on a time and material basis at DyeMansion's standard billable rate, and DyeMansion may withhold all Services until Customer has expressly acknowledged its obligation to pay such extra cost and efforts.

14. Confidentiality. The parties mutually agree to keep all confidential technical and commercial information received from the respective other party strictly confidential and to refrain from using any such confidential information except as strictly required to perform the Contract for as long as the information is and remains reasonably confidential. Only information which the recipient can show was already published or known to it at the time of disclosure or that was published later without the fault of the recipient shall be exempted from this clause. Confidential Information may not be disclosed to third parties except for a disclosure to offices, employees or contractors of the recipient or its corporate affiliates (collectively "Personnel") if and to the extent that such Personnel are bound by secrecy obligations and require knowledge of the information to perform the Contract. The parties guarantee that their Personnel are bound by, and shall comply with, a secrecy obligation corresponding to or exceeding the standard set by this clause, which secrecy obligation shall remain in force even after the end of the relationship between the party concerned and its Personnel. The recipient shall notify the owner of any confidential information in the event that it becomes aware that information which the respective other party regards as confidential has become

publicly known, or if notes or media containing such confidential information are lost, or if it deems itself legally obligated to provide confidential information to any third party, including courts of law or government entities. This confidentiality clause shall remain in force even after termination of the Contract for as long as the information is and remains reasonably confidential.

15. Acceptance. Where DyeMansion develops customized Goods or any other Goods requiring acceptance under the Contract, these General Terms and Conditions or statutory law, the Customer shall confirm acceptance in writing within two weeks if the Goods materially conform to specifications and is free of material non-conformities.

Not limiting DyeMansion's claim to receive an acceptance certificate, the Goods shall be deemed accepted where Customer fails to expressly refuse to accept the Goods stating all non-conformities which it alleges of which at least one material non-conformity must actually be present, within the aforementioned two week period.

16. Terms of Payment. All invoices shall be paid upon receipt without any deduction, unless otherwise agreed in writing by DyeMansion. Customer agrees 50% of the total price shall be due at the time of Customer's order and 50% shall be due after shipment.

17. Value Added Tax shall not be deemed included in the prices quoted by DyeMansion, and, if applicable, it will be shown separately in the invoice at the rate prevailing on the date of the invoice.

18. Right of Retention. The Customer shall not be entitled to deduct or withhold any amounts owed to DyeMansion for any reason, except where DyeMansion has agreed in writing or such amounts are supported by a final court judgment. The foregoing shall also apply to any right of retention under civil or commercial law.

A right or retention may, in any event, only be exercised with respect to counterclaims arising from the same contract.

The foregoing exclusions shall not apply where claim and counterclaim are legally connected in such way that each obligation must only be fulfilled in consideration of

fulfilment of the other.

19. Responsibilities of the Customer. It shall be the Customer's responsibility to comply with any technical guidelines, such as installation requirements, which the manufacturer may have issued, and to provide DyeMansion with all information and assistance which DyeMansion may reasonably require. In the event that DyeMansion identifies to the Customer a third-party service provider, DyeMansion shall not be deemed to have assumed any liability in respect of the performance of such third-party service provider.

20. Limited Remedies for Defects (Warranty). Where Customer has acquired the Goods from a reseller, remedies for defects of the Goods shall exclusively be asserted vis-à-vis such reseller in accordance with the terms of the agreement between Customer and reseller. In all other cases, the following shall apply:

In the event of any defect of any Good, including any deviation from agreed specifications (collectively "Defects") the Customer may exercise its statutory remedies for repair or replacement of such a Good, and, only where that fails or in other exceptional cases as provided for in statutory law, withdraw from the Contract or demand a reduction in the agreed price ("Warranty Claims") only subject to the following limitations:

20.1 Any Warranty Claims shall be excluded unless the Defect in question substantially limits the suitability of the Good for the agreed purpose to be determined in the description of DyeMansion.

20.2 The Customer shall inspect all Goods and notify DyeMansion of any Defects immediately after delivery. In the absence of such immediate notice, the Customer shall be deemed to have consented to any Defects of the Goods that could have been detected, in particular, without limitation, (a) deviation from agreed specification of the Good(s), or (b) delivery of (i) a quantity or (ii) a Good other than agreed. The notice shall in particular not be deemed immediate if it is received more than 7 days after delivery, or more than 7 days after assembly/installation where DyeMansion has undertaken assembly/installation of the Goods.

20.3 DyeMansion reserves the right to decide whether to repair or to replace any Goods which should prove to be defective.

Where DyeMansion replaces a defective Good, the Customer shall return the defective Good to DyeMansion and compensate DyeMansion for prior use of such Good with the amount of compensation to be determined in DyeMansion's sole discretion.

20.4 Furthermore, any Warranty Claims shall be excluded to the extent that the Customer (a) uses the Good for any purpose other than the contractual purpose or in violation of any applicable statute and/or any guidelines issued by the manufacturer; or (b) either (i) modifies the Good or (ii) uses of the Deliverable in connection with any hardware or software not approved by the manufacturer of the Good for such purpose, unless, in each case, the Customer has obtained DyeMansion's prior written consent.

20.5 The Goods are not intended to be used by any party other than the Customer, and Customer may not sell or assign any Goods to third parties.

Where Goods are sold or distributed to third parties by Customer, DyeMansion shall not be liable for third party claims against the Customer. Any sale or assignment of the Goods in violation of this provision shall immediately terminate DyeMansion's obligation to repair or replace the Good(s) in accordance with the warranty provisions contained in these General Terms and Conditions.

20.6 Limitations for Technical Reasons: The following limitations apply to DyeMansion's Goods due to the technology used in DyeMansion's products and coloring service: DyeMansion's colors are not food compatible. The final color as well as the compatibility, fastness and stability (skin compatibility, cytotoxicity, rub fastness, chemical stability, UV stability and other properties) of the colors will be materially influenced by the properties of the part to be colored and also by other factors. DyeMansion can therefore neither warrant specific properties of the end result nor exclude color deviations or differences between different batches. Deviations within normal tolerances will not give rise to any remedies in warranty, to be determined in DyeMansion's sole discretion. Customer is responsible to test desired properties by building reference parts prior to coloring serial parts. DyeMansion may also provide results conducted on individual color applications in the past for reference, but these

may not be representative for Customer's color application.

21. Guarantee. DyeMansion makes no guarantee or warranty of the Goods except if it has expressly provided for in the Contract, these General Terms and Conditions, or any Order. The manufacturer's warranty issued with any Goods, if any, shall not be deemed a guarantee or warranty of DyeMansion.

22. Limitation of Liability. It is understood and agreed that DyeMansion HEREBY DISCLAIMS ANY AND ALL LIABILITY AND CUSTOMER SHALL ASSUME ALL RESPONSIBILITY FOR OBTAINING INSURANCE TO COVER LOSSES OF ALL TYPES. DyeMansion MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED HEREIN. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. DyeMansion SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DyeMansion'S TOTAL LIABILITY TO Customer FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY Customer, IF ANY, FOR THE VALUE OF THE GOODS AND/OR SERVICES.

23. Limitation Period. Remedies for Defects, including but not limited to the right to withdraw from the Contract, shall be subject to a limitation period of twelve months for newly manufactured Goods and six months for used Goods. The foregoing limitation period shall also apply to claims for indemnification or damages, in particular incidental or consequential damages, based on Defect.

The limitation periods shall begin on the date the Order is confirmed by DyeMansion.

Where DyeMansion repairs or replaces Goods or attempts to do so, such repair or replacement shall not effect a renewal of the limitation period for the Customer's Warranty Claims with respect to the repaired Goods (including spare parts or units used for the repair) or a replacement product. Notwithstanding the repair or replacement, such Warranty Claims shall be subject to a limitation period equivalent to the remaining limitation period applicable to the original Good(s).



24. Retention of Title. Until payment in full of the purchase price by the Customer, DyeMansion shall retain title to the Goods ("Reserved Deliverables"). The Customer shall advise DyeMansion without any delay of any attachments of any such Reserved Goods, in particular of any Court Order(s) or any other legal claim or seizures, as well as of any damage suffered by such Reserved Goods. In the event that any Reserved Good is shipped to or used in a country where this Retention of Title Clause is not fully valid and enforceable, the Customer shall provide DyeMansion with equivalent security.

25. Title in replaced parts. Where DyeMansion replaces parts or components in the context of warranty services, or provides services under a manufacturer's warranty or other services (such as maintenance or repair), Customer shall be obligated to hand over all replaced parts to DyeMansion and transfer title to such parts to DyeMansion.

26. Export. The Customer agrees to refrain from exporting any Goods and technical information received from DyeMansion, from the Country the Goods have been delivered under a given Order.

27. Subcontractors. DyeMansion may make use of subcontractors to perform any of its obligations under the Contract or these General Terms and Conditions, provided that the use of any such subcontractors shall not limit or restrict DyeMansion's obligations towards the Customer.

28. Notices. Any notices, declarations or waivers made pursuant to the Contract or these General Terms and Conditions shall be valid only if they are in writing.

29. No Assignment. The Customer shall not be entitled to assign its rights under the Contract to any third party without DyeMansion's prior written consent.

30. Severability. Should one or more of the provisions of the Contract or these Conditions be or become invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected.

31. Governing Law. The Contract and there General Terms and Conditions shall be governed by the laws of the State of Delaware (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

32. Jurisdiction. Should a lawsuit be necessary to enforce the Contract or these General Terms and Conditions, the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of DyeMansion.