

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of PIKTRONIK d.o.o.

PREAMBLE

The company PIKTRONIK d.o.o., Cesta k Tamu 17, 2000 Maribor, Slovenia, (hereinafter referred to as PIKTRONIK) is engaged in the development, production and sale of various electronic components used in a wide variety of forms and different ways.

I. SCOPE OF APPLICATION

1. These General Terms and Conditions of Sale and Delivery (shortened GTC) regulate the legal relationship between PIKTRONIK and its Clients.

2. PIKTRONIK delivers goods, provides services and makes offers exclusively under these GTCs.

These GTCs shall also apply to all future business transactions even if, at the conclusion of an individual business transaction, the parties do not agree on their applicability.

3. Any General Terms and Conditions for the Purchase and the Acceptance of Deliveries of the Client shall not prevail over these GCSs and shall be binding on PIKTRONIK only if PIKTRONIK has expressly acknowledged their applicability in writing on a case-by-case basis. PIKTRONIK shall not be obliged to object to the use of the Client's general terms and conditions which are contrary to these GTCs. The omission of such objection may in no case be interpreted as consent or acceptance. Nor can PIKTRONIK's reference to Client's documents be considered as consent to Client's terms and conditions or their regulation.

PIKTRONIK's vicarious agents are not authorized to conclude agreements that would contradict these GTCs or other written declarations or agreements of PIKTRONIK.

Deviations from these GTCs apply only in case of written confirmation by PIKTRONIK.

4. In case any provisions of these GTCs should, for whatever reason, be invalid or null and void, this does not affect the validity of the remaining provisions, which nevertheless remain binding.

II. OFFER AND CONCLUSION OF CONTRACT

1. Offers made by PIKTRONIK are not binding.

In particular, information on PIKTRONIK's services and products published in catalogues, price lists, brochures, information material, prospectuses, advertisements at exhibition stands, notification letters, advertising messages or other media shall not be binding.

2. Contracts and any other agreements are validly concluded only upon written confirmation by PIKTRONIK.

Orders received whose wording deviates in any way from the offers made by PIKTRONIK are not binding until express written confirmation by PIKTRONIK.

3. The Client is obliged to alert PIKTRONIK of any deviations between its order and the confirmation of this order by PIKTRONIK within 3 working days of receipt of the order confirmation, otherwise, it shall be considered that the Client confirmed deviating contents of the order confirmation.

III. PRICING

1. Prices quoted in PIKTRONIK's quotations apply provided that the Client's order requirements, on which the quotation is based, remain unaltered.

Prices specified in PIKTRONIK's order confirmation shall apply. The prices so fixed together with ancillary costs are being increased by the respective statutory sales.

PIKTRONIK' price quotations are considered as ex-warehouse or factory and do not include freight costs, postage, insurance, customs duties and other packaging, transport or shipping costs. Different individual agreements are possible, however, they are valid only if made in writing.

Upon the receipt of goods by PIKTRONIK, the Client shall be obliged to dispose of the packaging at his own expense. PIKTRONIK shall only be obliged to take back the packaging waste only if such obligation has been previously expressly agreed in writing.

2. Offers and pro-forma invoices of PIKTRONIK shall not be binding, except those on which this has been expressly confirmed in writing.

When, after pricing or issuing of the proforma invoice, and still prior to the issue of the invoice for the goods delivered, the individual costs incurred to PIKTRONIK due to the fulfillment of the order should increase, for example an increase in prices of raw materials and material as well as an increase in labor costs due to commitments under collective agreements or statutory regulations, PIKTRONIK is entitled to invoice the resulting additional costs pro-rata to the Client also without prior notification on exceeding the cost estimate or the price agreed.

3. PIKTRONIK's costs due to any subsequent changes at the request of the Client and all other costs related to the changes shall be borne by the Client.

4. The overdraft of PIKTRONIK's quotation (cost estimate) as a result of the Client's changes to the order shall be considered as accepted by the Client even without prior notification by PIKTRONIK. In such case, the Client waives its right to withdraw from the contract.

Changes to orders or additional orders can be negotiated to be carried out at a reasonable price.

5. When an order has been received without prior quotation or PIKTRONIK has provided services or delivered the goods not expressly included in the order, PIKTRONIK has the right, at its discretion, to charge a price for these services or goods in accordance with its respective valid price list or the usual price for such goods or service.

6. PIKTRONIK is entitled to invoice all goods and services as of the date of their delivery or, as of the date of storage for the Client or, as of the date of preparation for collection, also in case of partial deliveries.

The price charged may be different from the price at which the order was placed in the event of changes in the cost of material or labor according to point 2 above and in the event of any changes made by the Client.

IV. TERMS OF PAYMENT

1. PIKTRONIK shall agree on the terms of payment with each respective Client individually. Unless expressly agreed otherwise in writing, the purchase price shall be due within 30 calendar days of the goods being prepared for collection. A discount of 2% of the net order value shall be granted to the Client in the event of full payment within 14 days of the goods being prepared for collection.

2. The Client loses its right to all discounts and rebates expressly agreed on in writing if it fails to comply with its payment obligation referred to in point 1 in due time and in full.

3. Bills of exchange and cheques are accepted for repayment of claims only upon specific agreement and provided that the bank has confirmed the acceptance. Costs and expenses due to refinancing shall be borne by the Client, who is also obliged to settle them immediately. PIKTRONIK shall only be held liable for the timely submission, protest, notification and return of the unredeemed bill of exchange only due to its intent or gross negligence and the intent or gross negligence of its vicarious agents.

Upon payment by bills of exchange, cheques or bank transfers, the day on which the bank credited the PIKTRONIK's account shall be considered as the date of fulfillment.

4. The Client is obliged to pay the full invoice amount even if it fails or refuses to collect the goods despite PIKTRONIK's notification of the goods being ready to be collected. The Client is obliged to make the payment within 14 days after the notification on the readiness of goods for collection or the refusal of collection.

5. In no case shall the Client have to right to withhold payment of its obligation, in particular, it shall not be entitled to base the withholding of the payment on any potential objection of non-fulfillment of the contract due to alleged deficiencies in fulfillment. The Client is also not entitled to set off its obligations to PIKTRONIK with any of its claims against this company.

V. DELAY IN PAYMENT

1. In the event of late payment, PIKTRONIK shall be entitled to charge annual interest in the amount of 8% above the respective base interest rate of the date preceding June 30th or December 31st following the provision of § 352 of the Austrian Unternehmensgesetzbuch (Commercial Code).

Irrespective of the charged default interest, PIKTRONIK has the right to request reimbursement from the Client for any further damages resulting from the late payment default. The Client shall be liable to PIKTRONIK for such further damages, in particular for interest damages, as a result of late fulfillment of the payment obligation.

2. When PIKTRONIK claims payment of outstanding liabilities from the Client by itself, the Client undertakes, irrespective of the actual costs of reminding involved, to pay an amount of EUR 20.00 per each reminder issued, and an additional half-yearly amount of EUR 20.00 for its liability being kept in the accounting records of PIKTRONIK.

In addition to the set out flat-rate costs, the Client also undertakes, in case of late payment, to reimburse PIKTRONIK for any legal, reminding and recovery costs incurred.

3. All Client's outstanding liabilities become due immediately if the Client fails to fulfill its outstanding liabilities in due time and also if PIKTRONIK becomes aware of the circumstances which, at its discretion, diminish Client's creditworthiness. In such cases, PIKTRONIK is entitled to suspend the performance of remaining services until the receipt of advance payment for them or to withdraw from the contract after a reasonable grace period has been laid down.

PIKTRONIK is also entitled to retain all its further deliveries of goods to the Client and, in the event of Client's omission of partial payment, also to cease performance of contracts not yet finally completed. This shall also apply in the event of goods already been handed over to the forwarding agent or a carrier, whereby the Client shall bear the costs of storage and all other costs incurred due to retention of delivery. PIKTRONIK is also entitled to claim from the Client the return of the goods that have already been delivered but not yet paid for, and to retrieve them at the Client's expense. The Client shall be obliged to grant PIKTRONIK any access necessary for exercising its right of return of goods.

PIKTRONIK is entitled to exercise the above-listed rights also when the Client fails to fulfill its overdue payment obligation despite being reminded thereof.

4. If the Client's financial situation deteriorates significantly, or if insolvency proceedings are instituted against the Client, or if insolvency proceedings are threatened to be instituted, or if insolvency proceedings are not instituted due to lack of cost-covering assets, or when PIKTRONIK becomes aware of circumstances which cast doubt on Client's solvency or its willingness to pay its obligations, PIKTRONIK shall be entitled to demand immediate payment of all obligations against the Client not yet due. In the aforementioned cases, PIKTRONIK shall also be entitled to demand payment in cash even then when a different method of payment has been agreed for a particular transaction.

Irrespective of the provisions above, PIKTRONIK shall retain the right to withdraw from the contract in accordance with provisions of Section XIII of these GTCs.

VI. DELIVERY TIME

1. Delivery periods and delivery dates are defined as approximate unless they have been expressly agreed in writing as fixed.

2. Delivery periods shall commence on the date of PIKTRONIK's order confirmation, but not before the completed definition of the order, and especially not before the submission of all necessary documents to be submitted by the Client.

Same applies to delivery dates.

Delivery periods and delivery dates are ex-works. In case of delays in shipping or collection of goods due to reasons not attributable to PIKTRONIK, the goods shall be deemed as delivered as of the date of informing the Client of the readiness of goods for collection or transport.

3. Delivery period will, in any case, be extended for the time needed to review the documents or information required by the Client for the execution of the order. Should such review show that after the extended delivery period an additional extension of the delivery period is necessary, the Client expressly agrees to a reasonable extension of the delivery period which will be communicated to him by PIKTRONIK, and, at the same time, waives to make any claims in this respect.

4. PIKTRONIK cannot be in creditor's default if the Client is in default with its payment obligations. In this case, PIKTRONIK shall be free from any obligation towards the Client until the Client settles its overdue obligations.

5. PIKTRONIK shall not be liable for delays in delivery and cost increases incurred due to incorrect, incomplete or subsequently changed Client's data and information or documents submitted; in these cases as well, PIKTRONIK cannot be in delay with the fulfillment of its obligation. Any additional costs arising thereof shall be borne by the Client.

6. Furthermore, in the event of changes of delivery dates attributable to the Client, PIKTRONIK is entitled to invite the Client in writing to comply with its duty to cooperate to the extent agreed and provide him with a reasonable additional period to do so. If the Client fails to comply with his obligations even within the additional period, PIKTRONIK has the right to withdraw from the contract without setting any further grace periods and shall be entitled to charge the Client for services rendered to date in the amount of costs incurred plus lost profit. In such case, the Client has no right to counterclaims.

7. The Client is not be entitled to assert any claims against PIKTRONIK arising from a delay in delivery, even if PIKTRONIK is at fault for the delay.

8. In the event of delay in fulfillment of the order due to force majeure or if the fulfillment is impeded, unsustainable or made impossible, PIKTRONIK has the right to extend the delivery period or to withdraw from the contract in part or in full.

9. In such case, the Client shall have no right to make indemnification or warranty claims against PIKTRONIK. If PIKTRONIK withdraws from the contract in part or in full, PIKTRONIK shall be entitled to a pro-rata remuneration given the scope of services rendered so far. Instead of such proportional payment, PIKTRONIK has the right to request payment for the services provided, taking into account the amount of costs incurred.

10. All unforeseeable events or events that could otherwise have been foreseen, but are beyond the reasonable control of both, PIKTRONIK and the Client, and its impact on the fulfillment of the order cannot be prevented by reasonable endeavours of the contracting party, shall be considered as Force Majeure.

Strikes, lock-outs, lack of means of transport, state authority's interventions, energy supply difficulties or other circumstances which make PIKTRONIK's performance or delivery considerably more difficult or even impossible, irrespective of whether they have occurred at PIKTRONIK or one of its suppliers, shall be equated with force majeure.

VII. DELIVERY

1. Deliveries shall be made ex works at the cost of the Client, unless otherwise expressly agreed in writing.
2. The transportation insurance policy is taken out at the Client's expense and covers only those shipments transported by PIKTRONIK itself. In such cases, the sum insured corresponds to the value of the individual order, and the insurance coverage ceases upon the arrival of the shipment to the agreed place of destination. All other shipments whose transport is entrusted to a forwarding agent, carrier, the Client himself or a third party are not covered by transport insurance.
3. The risk of accidental destruction shall pass over to the Client upon acceptance of the shipment. The Client is obliged to accept the goods which were sent to him or prepared to be collected at the warehouse or factory, in accordance with the contract, without delay. If the dispatch of the goods is delayed at the request of the Client, the risk of accidental destruction shall pass over to him upon PIKTRONIK's notification that the goods are ready for dispatch.
4. In the event of Client's delay in accepting the goods and also in the case of inability of delivery as a result of force majeure, PIKTRONIK is entitled to store the goods at its own warehouse or at the warehouse of a forwarding agent at the Client's expense, whereby the risk of accidental destruction is borne by the Client.

VIII. ASSEMBLY BY PIKTRONIK / OBLIGATIONS OF THE CLIENT

1. If the assembly of the goods delivered was agreed in writing, the Client is obliged to guarantee unhindered delivery, entry, assembly and commissioning of the goods delivered.
2. The Client is obliged to provide all necessary technical conditions for the assembly works to be carried out by PIKTRONIK and ensure that technical devices, such as supply lines, cabling, networks and similar are in perfect condition and compatible with the equipment delivered by PIKTRONIK. PIKTRONIK is not obliged to inspect the adequacy of the aforementioned technical conditions in advance. Furthermore, the Client shall be responsible for the assurance of suitable facilities necessary for the assembly work to be carried out by PIKTRONIK at the place of destination.

Any inconveniences and all damages resulting from the Client's omission of stated responsibilities shall be compensated by the Client.

3. Costs due to delays not attributable to PIKTRONIK shall be borne by the Client. This shall also apply to obstructions caused by other companies participating in the project. For assemblies carried out by PIKTRONIK at Client's request outside regular working hours, the Client shall be obliged, in addition to the agreed price, to pay the costs of overtime and bonuses made to PIKTRONIK employees for working on

Sundays and public holidays. Irrespective of its fault, the Client shall also be obliged to make corresponding payments to PIKTRONIK's employees for the costs of standstills and deadlocks.

4. When performing modifications to existing plants, machinery and automatic machines, the Client must take into account that shutdowns and production downtime are to be expected during the activities to be carried out. Any costs related thereto, regardless if incurred to him, PIKTRONIK or a third party shall be borne solely by the Client.

IX. WARRANTY

PIKTRONIK shall be liable for any defects in goods delivered in accordance with the following provisions:

1. PIKTRONIK is liable for defects of goods delivered which appear within 12 months from date of delivery. Irrespective of this provision, PIKTRONIK's liability for defects ceases in the event of termination activities or the closing of the plant, even if this takes place within the 12-month warranty period.

2. PIKTRONIK shall be held liable only for defects that have been notified in writing by the Client within 14 days from becoming aware of such defect and, at the same time, stating potential causes for the defect. If the Client fails to notify the defects in due time, he loses the right to enforce claims according to the provisions of § 377 para. 2 of the Austrian Commercial Code. When enforcing claims in terms of liability for defects, the Client is obliged to provide proof that it is a defect for which PIKTRONIK is liable, and that it already existed at the time of acceptance of goods. Further limitations of liability of PIKTRONIK in accordance with these GTCs remain unaffected.

3. PIKTRONIK is only liable for defects arising from its activities, in particular, PIKTRONIK is not liable for defects, the cause of which can be attributable to the Client or third parties, especially subcontractors or suppliers.

4. Warranty shall also be excluded if the technical equipment at the installation site does not function properly or is incompatible with components supplied by PIKTRONIK, and in the event of inadequate use, in particular, non-compliance with relevant instructions and regulations.

5. PIKTRONIK is not liable for damages incurred by usual wear and tear or any cosmetic defects. If the assembly of the goods was not carried out by PIKTRONIK, the latter shall be liable for any potential defects of the goods only if the Client proves that the goods were adequately and professionally assembled and handled by an authorized professional.

6. PIKTRONIK's liability ceases if the Client arbitrarily and without the prior written consent of PIKTRONIK modifies the object delivered in any way.

7. The warranty covers exclusively components and installations delivered and also labeled as such by PIKTRONIK.

8. If PIKTRONIK delivers goods or provides services based on design instructions, drawings, plans, models or other specifications provided by the Client, it is liable only for the conformity of services rendered or goods delivered according to these specifications provided by the Client. The Client shall indemnify and hold PIKTRONIK harmless from and against any court proceedings instituted due to infringement of third party rights. PIKTRONIK is not obliged to check specifications provided by Client.

9. If PIKTRONIK is to remedy the defects, it may do so by either replacing the defective goods or their defective parts, remedy the defect on-site within regular working hours or have the Client send the defective goods or their parts to PIKTRONIK for repairs. The Client shall grant PIKTRONIK the necessary time for the inspection of the defects as well as for the repair or delivery of spare parts or equipment.

The cost of transporting defective goods or their parts and the risk of accidental destruction of objects during transport to PIKTRONIK and back are borne by the Client.

10. The repair or replacement of the goods does not result in any extension of the warranty period.
11. PIKTRONIK is obliged to reimburse the costs of the remedy of defects performed by the Client himself or if entrusted to a third party only if giving its prior written consent thereto.
12. In no event is PIKTRONIK under the obligation to remedy any defects and replace any goods as long as the Client outstanding liabilities to it.
13. Any claims arising from warranty, do not entitle the Client to withhold the payments agreed on.
14. After the commencement of the warranty period during which it is liable for defects of the goods supplied, PIKTRONIK shall assume no greater liability as is specified above, namely not even for defects, the cause of which had already existed before the passing of risk.
15. The above provisions shall apply mutatis mutandis also in the events when PIKTRONIK provides the Client with a true warranty statement.

X. LIABILITY FOR DAMAGES

1. PIKTRONIK shall be liable to the Client for personal injuries and damages to objects not subject to the order, for any other damage not incurred on the subject of the order, lost profits, indirect damage caused by defect on objects and for damage caused by suspension of production or obstructed operations, only in the case of gross negligence or intent.

The above-stated liability limitation applies to the same extent to vicarious agents and subcontractors of PIKTRONIK.

2. PIKTRONIK shall only be liable for damages caused by slight negligence if the damage occurs on the subjects of the delivery and only up to the amount of the order value.
3. PIKTRONIK shall in no case be liable for damages to workpieces provided by the Client.
4. If the amount of damage incurred exceeds 50% of the order value, PIKTRONIK is entitled to withdraw from the contract and return the Client into the position it would have had if the contract had not been concluded at all.
5. In the event of loss of test data and damage to data and data carriers, PIKTRONIK's liability shall be limited to the material value of the data carrier, and in no case includes the costs for recovering lost data.
6. The liability to for reimbursement of material damage according to the Austrian Produkthaftungsgesetz (Product Liability Act), and any other claims arising from product liability which could be derived from other provisions, is excluded.

The Client shall be obliged to claim liability limitations also in a legal relationship towards its potential customers along with the obligation that the latter enforces the same liability limitations concerning their customers. If the Client fails to do so, he shall be obliged to indemnify and hold PIKTRONIK harmless in this respect.

7. In any event, PIKTRONIK's liability for damages shall cease upon termination of its activities or the closing of the plant.

XI. RETENTION OF TITLE

1. All goods supplied by PIKTRONIK shall remain property of PIKTRONIK until all outstanding financial obligations the Client has towards PIKTRONIK, including interests and costs, have been paid in full.

2. PIKTRONIK retains ownership also when its goods are firmly connected to or assembled with the property of the Client or a third party, provided that the connection is not so firm that the property could not be separated again or the separation would require uneconomical handling. The Client is obliged, at its own expense, to take all necessary steps that PIKTRONIK's retention of title on the goods delivered is properly visibly labeled for everyone by taking into account the respective statutory formality requirements. In addition, in the event of attempted claims by third parties on goods delivered, the Client is obliged to expressly draw attention to PIKTRONIK's retention of title.

3. If the Client fails to settle its obligations from the respective contract in due time, and due to being merged with the property of the Client or a third party, the goods supplied by PIKTRONIK have become a dependent part of the property of the Client or that person, the Client shall be obliged to tolerate the dismantling of all built-in parts at his own expense and risk, and reimburse PIKTRONIK for all costs incurred due to necessary removal operations until the return of the goods delivered to the PIKTRONIK's factory premises. In this case, the Client acknowledges PIKTRONIK's title on such disassembled items.

4. Without the written consent of PIKTRONIK, the Client is not permitted to dispose of, encumber, transfer the title for collateral, lease or otherwise release the delivered goods to a third party, as long as PIKTRONIK holds the retention of title.

5. In the event of seizure of goods delivered by PIKTRONIK and still subject to retention of title, the Client shall be obliged to inform PIKTRONIK immediately of the name of the creditor, the amount of its claim, the court conducting the proceeding, the case number and, if applicable, the date of the public auction. In addition, the Client is obliged to inform PIKTRONIK of any extraordinary reduction in the value of the goods delivered still subject to retention of title.

6. If the use of the law other than Austrian is agreed with the Client, or if another law is applicable for any other reason, and the retention of title is not effective according to provisions of this law, then other means of security possible under this other law shall be deemed to have been agreed. If the cooperation of the Client is required, the latter is obliged to take all measures necessary for PIKTRONIK to acquire and retain such rights.

XII. PIKTRONIK'S COPYRIGHTS AND RELATED RIGHTS

1. The entire documentation and all software made available to Clients by PIKTRONIK contains "know-how", ideas and development results of PIKTRONIK and its suppliers. All copyrights and related rights arising from these documents and software shall remain with PIKTRONIK. The Client shall only acquire the right to use them to the extent inevitably necessary for the use and maintenance of the goods delivered. This right of use expires when the Client stops using the goods delivered.

2. Without the permission of PIKTRONIK, the documents and data received may not be copied, evaluated, reproduced or made available to third parties in any way, either in whole or in part. The aforementioned safeguard clauses also apply to the detailed particulars of these documents and data.

3. The Client has the right to use the received documents (documentation, specifications of Client's requirements, technical documents, minutes of interviews, etc.) may only be used for maintenance and repairs of the machine in question.

4. The above provisions shall apply mutatis mutandis to all drawings, concepts, descriptions and documents handed over to the Client at the time of submission of the offer.

5. Unless expressly agreed otherwise on a case-by-case basis, all copyrights on documents, drawings, plans, concepts, and alike, handed over to the Client shall remain with PIKTRONIK and are not transferred to the Client.

6. In case of a breach of these provisions, PIKTRONIK shall be entitled to a penalty of EUR 5,000.00 for every single breach, whereby the penalty so specified shall not be subject to judicial discretion. Irrespective

of the right to claim the penalty, PIKTRONIK also has the right to request the omission of any further violations and reimbursement for damages incurred if the latter exceeds the penalty.

XIII. EARLY TERMINATION OF THE CONTRACT

1. For valid reasons, PIKTRONIK is entitled to early termination of any contract with the Client without notice.

A valid reason for early termination of the contract is above all given if:

- a) insolvency proceedings are instituted against the Client or a motion to initiate such proceedings was dismissed for lack of assets to cover the costs of the proceedings
- b) the Client fails to settle outstanding overdue liabilities despite twice the reminder
- c) the Client despite repeated requests to do so fails to comply with his obligation to provide documents necessary for the performance of the order
- d) PIKTRONIK receives information raising doubts of Client's solvency or his willingness to pay
- e) the Client violates the provisions of Section XII of these GTCs
- f) PIKTRONIK intends to cease to perform its business activities or closes the production plant
- g) PIKTRONIK's shareholdings' or shareholders' structure is partly or completely changed

2. Where the order also includes recurring works and the parties have not agreed on the term of validity or a notice period, the contract can only be terminated in writing at the end of a calendar year with a 3-months' notice.

XIV. COPYRIGHTS OF THIRD PARTIES AND THE CLIENT

1. If the Client has made any documents or data available to PIKTRONIK, he irrevocably declares that he authorizes PIKTRONIK to process the data received also using information technology or authorizes it to use the data within the framework of the business relationship and in accordance with the concluded agreement.

2. PIKTRONIK is in principle not obliged to check whether the Client is entitled to process, modify or otherwise use data or information of any kind in an intended manner. On the contrary, PIKTRONIK is entitled to assume that the Client holds all those rights vis-à-vis third parties necessary for the execution of the order. The Client expressly confirms to have all these rights.

3. The Client is obliged to indemnify and hold PIKTRONIK harmless against any claims asserted by third parties arising from infringements of copyrights, related rights and other industrial property rights or damage to reputation and goodwill of PIKTRONIK.

PIKTRONIK undertakes to notify the Client of any such claims as soon as it becomes aware of them and also to inform him of any legal action in the event of an institution of judicial proceedings. If despite being informed, the Client does not enter the proceedings as a third-party participant, PIKTRONIK shall be entitled to acknowledge the claim of the plaintiff and claim compensation for the total damage incurred as a result thereof, regardless of the merits of the acknowledged claim.

XV. PLACE OF PERFORMANCE AND JURISDICTION

1. Unless otherwise agreed, the place of performance shall be the registered office of PIKTRONIK, Cesta k Tamu 17, 2000 Maribor, Slovenia.

XVI. GENERAL PROVISIONS

1. Deviations from these GTCs must be in writing to be valid, which also applies to the provision on the mandatory written form of such arrangements. Oral side agreements have no legal effect.
2. Should individual provisions of these GTCs be invalid or impracticable, in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the contracting parties undertake to replace the invalid or impracticable provision with a valid or practicable provision which comes closest to the economic purpose of the ineffective or invalid provision in whole or in part in the context of the entire contract.
3. In the event of the subsequent occurrence of a loophole in the contractual relationship, it shall be deemed to have been agreed on such a provision, which would have been agreed given the objective and purpose of the present GTCs if the contracting parties had already taken into account in advance the regulation of the issue, for which the GTCs do not contain an appropriate provision.
4. If contractual agreements are made between PIKTRONIK and the Client outside these GTCs and these contradict the provisions of these GTCs, the contractual agreements outside these GTCs prevail over the provisions of the GTCs only when expressly agreed in writing that the corresponding provisions of these GTCs have a subordinate effect.
5. In the event of any discrepancies in the translation or interpretation between the Slovenian and German version of these GCS, the German version shall apply in the event of any doubt.