



**North American Sales Office:**

162 Deck Road  
Womelsdorf, PA 19567

**SHF North America Inc.**

phone/fax: +1 610 589-9884  
email: sales@shf.de  
web: <http://www.shf.de>

**SHF NORTH AMERICA, INC.  
GENERAL BUSINESS TERMS AND CONDITIONS AGREEMENT**

All quotations and sales are subject to the following terms and conditions:

1. *General.* THE TERMS AND CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS OR CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING ON SELLER UNLESS ACCEPTED BY SELLER IN WRITING. UNLESS EXPRESSLY STATED OTHERWISE HEREIN, THESE TERMS AND CONDITIONS APPLY TO ANY SOFTWARE SOLD OR LICENSED BY SELLER TO BUYER.
2. *Quotations/Orders and Prices.* All Prices are in U.S. Currency in accordance with the most current Seller price list. Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. All Orders must be accepted by SHF Communication Technologies AG, Germany. Quotations bearing expiration terms shall expire in accordance therewith unless sooner terminated by Seller. Quotations bearing no expiration terms shall automatically expire thirty (30) days from the date issued and are subject to termination by notice within that period.
3. *Payment Terms.* All payments shall be made in U.S. Currency and are due and payable by Buyer immediately upon receipt by Buyer of Seller's invoice. Should any payment due from Buyer not be received by Seller within thirty (30) days from the date of such invoice, interest on such unpaid balance shall accrue at the rate of one and one-half percent (1 1/2%) per month. All costs and expenses of collection, including reasonable attorneys' fees and expenses, shall be the responsibility of Buyer and Buyer shall pay such costs and expenses upon demand.
4. *Payment of Taxes.* Prices on all goods are exclusive of all city, state, federal, and foreign taxes, including, without limitation, taxes on the manufacture, sale, receipt, income, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.
5. *Adjustment for Tariff and/or Duties.* If any tariff, duty, or increase therein, is now or hereafter assessed, levied, or imposed on this transaction, on the goods to be sold, or upon any sale, delivery, or other action taken hereunder, or upon the export or import of such goods, or if any change shall hereafter be made in the classification of such goods, the burden of such charges and/or change in same shall be borne by Buyer.
6. *Delivery of Goods.* Seller will use its best efforts to meet all delivery date deadlines. Shipments made within twenty (20) days after a specified date of delivery shall constitute good delivery. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise.
7. *Cost of Delivery by Common Carrier.* Seller shall, at its own expense, deliver by common carrier all goods to Buyer at Buyer's place of business.
8. *Reservation of Title.* Title to goods does not pass to Buyer until Buyer pays for such goods in full.

**Director:** Romy Pehmoeller  
**President:** Dr. Frank Hieronymi  
**North American Sales Director:** John A. Barone  
**DUNS#: 14-427-4268**

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Rev.: Jul-14, V003b

**wire payments**  
A/C No.: 150 1109438 00 USD;  
Bank Routing No.: 0260080044;  
Swift-Code: COBAUS3XXXX;  
Commerzbank AG, 2 World Financial Center, New York,  
NY 10281-1050



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9. *Delays.* Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, terrorism, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control. Seller shall have the additional right, in the event of the happening of any of the above contingencies, at its sole and absolute discretion, to cancel this Agreement or any part thereof without any resulting liability.
10. *Conditions.* All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Seller's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.
11. *Warranty.* Seller warrants, to the original purchaser, the goods to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty shall be limited to the repair or exchange of the goods or of any part or parts which proves defective under normal use and service within one (1) year from the date of delivery to Buyer, and which Seller's examination shall disclose to Seller's satisfaction to be thus defective. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO GOODS SOLD BY SELLER, AND NO WAIVER, ALTERNATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER.
12. *Claims.* Claims for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause, shall be deemed waived and released by Buyer, unless made in writing within ten (10) days after delivery of goods to Buyer.
13. *Nonconformity.* All goods made by Seller inspected by Seller before shipment, and should any of such goods prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Seller and applicable to those goods, Buyer shall not return the goods, but shall notify Seller in writing immediately, stating full particulars in support of Buyer's claim and Seller will either replace the goods or applicable parts thereof upon return of the defective or nonconforming goods (unless return is waived by Seller) or otherwise adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use goods purchased for any purpose.
14. *Intellectual Property Rights.* Seller agrees to defend any suit brought against Buyer so far as it is based on a claim that any goods or any part thereof in the particular form sold by Seller infringes a United States or foreign patent, copyright or trademark, but only on condition that the purchaser shall promptly notify Seller in writing of any such claim, and shall give Seller full authority for the conduct of such suit, and shall render to Seller (at Seller's expense) whatever information and assistance may be reasonably required for such defense. Upon such conditions, Seller shall pay damages and costs, if any, awarded against Buyer in such suit, and in case the goods, or any part thereof, are held to infringe and the use of the goods or part is enjoined, Seller shall have the option of procuring for Buyer the right to continue using the goods or part, replacing the goods or part with non-infringing goods or part, modifying the goods or part so as to avoid

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infringement, or removing the goods or part and refunding the purchase price of the goods or part. The foregoing states Seller's entire liability for patent, copyright and/or trademark infringement. The Buyer shall indemnify Seller and hold Seller harmless from and against any expense or loss resulting from infringement of patents, copyrights and/or trademarks arising from compliance with the Buyer's designs or specifications.

15. *License to Use the Software.* To the extent Seller provides software with the goods, Seller hereby grants to Buyer a temporary, revocable, non-exclusive, and non-transferable license for the use of Seller's Software on one computer (the "Buyer's Computer") located at the address specified below Buyer's signature and serving Buyer's business at that address. Use of the Software for the benefit of any organization or company other than Buyer or on any computer other than Buyer's Computer or the use of the Software for any purpose, other than facilitating Buyer's use of Seller's goods, is expressly prohibited. For purposes hereof, the term "Software" shall mean the application system and all documentation, programs, routines and sub-routines, which are a part thereof, and which are used in connection therewith, along with any subsequent solutions, corrections, new releases, improvements, or other proprietary computer code, documentation, programs, routines or sub-routines delivered or disclosed to Buyer by Seller.
16. *Export Regulations.* In the event that Buyer exports any of the goods purchased from Seller, Buyer shall comply with any and all regulations imposed by the United States, Germany, and/or Canada with regard to such exportation.
17. *Seller's Right of Possession.* Seller shall have the right, in addition to all other rights it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake goods in transit, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Maryland on the date of the signing of this Agreement.
18. *Controlling Provisions.* These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by these terms and conditions. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and these terms and conditions may not be changed or modified orally.
19. *Purchase Order.* If Buyer's order form is used for the purpose of accepting any quotation or offer made by Seller, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order form by Buyer shall be deemed Buyer's assent to the foregoing.
20. *Notice.* Any notices required to be given by either of the parties in connection with this Agreement must be in writing, delivered by registered mail or overnight delivery service providing a receipt upon delivery, to the address specified below each parties signature or another address provided by a party in the manner described in this Paragraph.
21. *Cancellation.* An order once placed with and accepted by Seller can be cancelled only with Seller's consent and upon terms that will indemnify Seller against loss.

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22. *Special Orders.* If any goods are manufactured and/or sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer shall defend, protect, and save harmless Seller against all suits at law or in equity and from all damages, claims, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and/or sale of the goods covered thereby.
23. *Assignment.* Seller reserves the right to assign its right to payment under this Agreement. Buyer may not transfer this Agreement in whole or in part, or delegate any duties hereunder, by assignment, sale, merger, consolidation, substantial change in ownership of Buyer's business, or by any other means, without the prior written consent of Seller, and any purported assignment or assumption without such consent shall be void.
24. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified by a writing signed by the parties hereto or their duly authorized agent.
25. *Applicable Law.* This Agreement is governed by and shall be construed according to the laws of the State of Maryland, including its applicable Uniform Commercial Code.
26. *Binding Effect.* This Agreement will be binding upon the parties and their permitted successors and assigns.
27. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.
28. *Disputes.* All disputes arising under this Agreement shall be resolved by arbitration in Baltimore, Maryland under the rules of the American Arbitration Association and the decision or award of the arbitrator(s) shall be final and binding on all parties hereto and can be entered as a final judgment in any court of competent jurisdiction.
29. *Paragraph Headings, Construction.* The headings of paragraphs in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Paragraph" or "Paragraphs" refer to the corresponding Paragraph or Paragraphs of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.
30. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

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