

## GENERAL TERMS AND CONDITIONS OF PRODUMEX

### 1. Agreement

1.1. These General Terms and Conditions are applicable to all offers and contracts under which PRODUMEX (incl. any of its affiliated or daughter companies) supplies goods and/or renders services of any nature whatsoever to Customer (which will be understood to include partners and end customers of PRODUMEX as well as end customers of the partners), even if such goods or services have not been specified (in detail) in these Terms and Conditions, unless expressly agreed upon otherwise between parties in writing. Any possible conditions of purchase or any other conditions of Customer will not apply, unless they have expressly been accepted by PRODUMEX in writing.

1.2. PRODUMEX shall be bound by its offers for four weeks unless otherwise foreseen. A contract becomes effective and is valid as of the acceptance by the customer of the offer without reservation or the signing of the contract.

### 2. Obligations of the customer

2.1. Customer will provide PRODUMEX with all relevant and accurate information necessary for PRODUMEX to fulfil its obligations.

2.2. Customer will be responsible for the choice, use and correct application in its organization of the PRODUMEX software and of the services to be rendered by PRODUMEX as well as for administrative and calculating methods to be applied and for the safeguarding of data.

2.3. Customer acknowledges that he knows the functional characteristics of the PRODUMEX products, services and/or software and that he is responsible to determine that the PRODUMEX's products, services and/or software will meet his requirements. In the event of any uncertainties, Customer may ask PRODUMEX for information before entering into the contract or he may take advice of by PRODUMEX certified third parties.

2.4. In case Customer cancels the contract, Customer will be obliged to pay all the expenses that have been made by PRODUMEX at the moment of cancellation with a minimum of twenty (20) % of the contract-value.

### 2.5. Software:

Customer shall provide suitable computer systems in accordance with the indications of PRODUMEX in order to be able to use the PRODUMEX software.

Before delivery of the PRODUMEX software, Customer will take care of the availability of the proper hardware, software and data and telecommunications facilities. Customer will provide all necessary assistance and will co-operate in any required testing etc.

Customer shall take normal precautions in case the PRODUMEX computer programs should not function in whole or in part in compliance with the documentation during normal operation.

Without this list being limitative, Customer shall plan alternative working procedures, proceed with the back-up of its data, provide a diagnosis and regularly check the results (monitoring), etc...

Prior to the productive use of any PRODUMEX software, including any new releases provided under maintenance or otherwise, Customer shall thoroughly test the PRODUMEX software to determine that it is free from errors and that it is usable in the particular user environment intended by Customer. After a positive test, PRODUMEX does not warrant the delivered data to be complete or free of error nor does PRODUMEX warrant the delivered data to fit for the realization of a defined objective or the achievement of a result.

### 3. Obligations of PRODUMEX

3.1. PRODUMEX agrees to take every precaution to respect the terms and her obligations. PRODUMEX contractual obligations are obligations of means.

3.2. PRODUMEX has the right to subcontract every order, contract or all or certain services.

### 4. Software licenses

#### 4.1. Object of the contract

PRODUMEX will transfer standard software and/or individual software prepared especially for the customer in accordance with a separate order from the customer including the related documentation (together "Software") to the customer for use. In exchange, the customer commits itself to the payment of a once-only license fee or the payment of regular periodic license fees. Related services such as installation, training, consulting, software maintenance, etc., are to be regulated in separate contracts.

#### 4.2. Right of use

PRODUMEX grants the customer a non-exclusive and non-transferable right to use the software for the system platforms and the number of users specified in the software license contracts or released by PRODUMEX in writing. These conditions will also apply to changes, reworks and new deliveries of software which will be transferred for use by PRODUMEX in accordance with the Software Maintenance conditions. PRODUMEX will not be committed to the improvement and further development of the software within the limits of the transfer of the software for use. These will be the object of a separate Software Maintenance Contract. In connection with the contractual use, the customer will be entitled to prepare a backup copy of the software provided that the corresponding data carriers are furnished with a PRODUMEX copyright note. Furthermore, the customer will not be entitled to:

- change, decompile or in any other way modify the software itself or to have it modified by third parties except with the written agreement of PRODUMEX.
- transmit, to transfer for use or in any other way to make available the software to third parties in whole or in part.

With the exception of the right of use described above, all rights to the software including the documentation will remain with PRODUMEX or the licensors of PRODUMEX (to the extent that "third party products" are involved). In particular, the customer knows that the software is subject to the protection of the Copyright Law as well as international Treaties on Copyrights.

#### 4.3. Duration of the transfer for use

The right of use will begin after the payment of the license fees to PRODUMEX. PRODUMEX will be entitled, after prior written warning, to withdraw the right of use and to dissolve the contracts if the customer does not comply with the restrictions of use in accordance with section 4.2. There will be no reimbursement of license fees already paid. In the event that the Software License Contract is terminated, the customer commits itself to delete any and all computer programs and to destroy or delete the user documentation. The customer will be obliged to confirm the deletion of all copies to the licensor (PRODUMEX or partner) in writing.

#### 4.4. Delivery, introduction

PRODUMEX will deliver the software on commonly available data carriers or by download. The scope of supply will also comprise a manual in electronic form. The delivery will be considered as completed when the download link and license key is made available or on arrival at the customer. Any introduction to the software beyond this will be provided only after the conclusion of an appropriate Services Contract. An acceptance of the software will be conducted only if individual software is involved and the acceptance has been agreed upon contractually. The customer itself will be responsible for the deployment of the software, in particular, for the provision of hardware, the use of the software and data security. If PRODUMEX does not comply with a delivery deadline confirmed as binding in writing, the customer will be entitled, after setting an appropriate later deadline in writing, to withdraw from the contract. No other legal remedies will be available to the customer in case of delay.

#### 4.5. License fees

The customer commits itself to the payment of a once-only license fee or the payment of regular periodic license fees in accordance with the License Contract. The amount for the software licenses, unless agreed separately, will be based on the PRODUMEX list price applicable at the time of the order. The invoice will be issued on the PRODUMEX side with the delivery in accordance with Number 4. If the remuneration has been agreed upon at periodical intervals, the invoices will be issued in advance at the beginning of the period in each case.

#### 4.6. Warranty for software

The warranty obligation of Produmex for Software is limited to a period of one (1) year following delivery of the Software. Produmex warrants that the Software will perform substantially in accordance with the Documentation during the warranty period.

In the case of justified complaints or faults, the customer will initially have only the right to demand cure of breach. The warranty will be fulfilled through the delivery of fault-free software which corresponds to the description or the contractual purpose agreed upon between the parties. In place of supplementary delivery, PRODUMEX will also be entitled to make a rectification at its own choice.

The customer will have the right to demand a reduction (lowering of the remuneration) or to withdraw from the contract after setting an appropriate deadline in the case that the fault cannot be eliminated through the warranty or if the measures are unreasonable. No other warranty rights will be established. The warranty period will amount to 1 year and will begin with the delivery in accordance with section 4.4.

Any faults which appear are to be claimed immediately after their observation by the customer and in a traceable manner with the forms or electronic reporting systems foreseen by PRODUMEX for this purpose. This warranty will not extend to any faults which are to be attributed to changes in the software and/or the agreed hardware requirements by the customer or to the use of system platforms other than those which have been agreed upon contractually or released by PRODUMEX in writing. PRODUMEX will also provide no warranty for any mistakes which are based on faults in the handling and operation of the software by the customer, especially if the instructions of the accompanying materials delivered or other instructions from PRODUMEX have not been followed. The same will also apply in the case of attempted changes or work on the software transferred by persons who are not authorized by PRODUMEX to do so.

The customer will be obliged, within reasonable limits, to take measures which make the identification of reported faults and their causes easier. The customer will execute test programs provided by PRODUMEX, report the faults diagnosed and perform any changes to the software on instruction from PRODUMEX or will permit PRODUMEX to perform the identification or elimination of faults by itself through remote maintenance. PRODUMEX will provide no warranty for outside products identified by PRODUMEX as "third party products" in the License Contract. In this respect, PRODUMEX is authorized to assign any and all of its warranty claims against the suppliers of third party products to the customer for the purpose of the warranty. If applicable, PRODUMEX will support the customer to enforce these claims and help the customer with their implementation.

### 5. Software maintenance and hotline services

#### 5.1. Object of the contract

PRODUMEX will perform the services described as follows in connection with the software transferred to the customer for use in accordance with the Software License Contract. In return, the customer commits itself to the payment of regular periodic maintenance and service fees. The use by the customer of the current version of the software released by PRODUMEX will be a condition for the performance by PRODUMEX of the services agreed upon. Additional services can be agreed in a separate Hotline and Support Contract.

#### 5.2. Standby/Contact time for the hotline and services

The telephone support will be available in Europe, Middle East and Africa on business days (Monday to Fridays, except for "Public Holidays") from 8AM to 5PM CET ("Contact time") and in the Americas on business days from 9AM to 6PM EST. Outside of the contact time, incoming customer messages will be considered to arrive at the beginning of the next contact time. The handling of a customer message will take place within the four working hours following its arrival.

#### 5.3. Software maintenance and elimination of faults

PRODUMEX will make patches or updates available to the customer at irregular intervals in the limits of the Software Maintenance. PRODUMEX will analyze reproducible software faults which become known to it and eliminate them in accordance with their urgency through the delivery of patches (bug fixes), updates, workarounds or other adaptations of the customer's operating procedures which are reasonable for the customer. The elimination of faults by PRODUMEX will, as a rule, be performed through access to the customer's system by remote access. In exceptional cases, PRODUMEX will be entitled to perform the elimination of the faults on location. Section 4.4. will apply correspondingly for delivery and introduction of patches and updates as a part of the Maintenance Services.

#### 5.4. Service and maintenance fee

The service and maintenance fee will be due for payment from the first day of that month in which the handover of the software for use takes place. The official PRODUMEX list price applicable at the time of the handover of the software will form the basis. The amount and the periodicity of the due dates can be defined in an additional Hotline and Support Contract (among other services). If there is no separate Hotline and Support Contract defined/agreed the conditions of the official PRODUMEX price list are valid and the maintenance period is 1 year, synchronized with calendar year. The invoice will be issued proportionally for the first period begun until end of calendar year and at the beginning of each period (calendar year) in advance for the following periods.

#### 5.5. Warranty for services

PRODUMEX will provide a warranty for the fault-free performance of the services agreed upon contractually. For the delivery of patches and updates, Section 4.4. will apply correspondingly.

#### 5.6. Contract duration

The contract and the services by PRODUMEX will begin with the signature by both parties. The minimum duration will amount to until end of calendar year and additionally 1 period, calculated from the first day of the following month. This Agreement will be extended implicitly by a further 12 months in each case if it is not terminated in writing at the end of a period with prior notice of 3 months by one of the parties.

### 6. Prices and payment

6.1. Prices are set based on the data, volume and information supplied by the customer at the time of entering the agreement and will be revised if any of these elements or the size of work changes.

6.2. Prices do not include VAT, or any other tax, or transportation costs, which all have to be paid by Customer. Prices only include packaging.

6.3. PRODUMEX will be entitled to adapt the value of the service rates and recurring fees to changed cost factors at the beginning of a new calendar year in each case. Such adjustments will be notified in writing two months before they enter into force at the latest. The customer will reimburse PRODUMEX for all expenses such as travel, subsistence and overnight accommodation expenses. Travel time will be considered as working time and will be invoiced to the customer within the limits of the ordinary service rates.

6.4. All prices and cost information are quoted in € in Europe, Middle East and Africa and in \$ in the Americas.

6.5. The services by PRODUMEX shall be done within the office hours from 8AM until 6 PM

The Customer shall pay a surcharge for services by PRODUMEX outside the office hours:

- between 6 PM and 8 AM: + 50%, Saturday: + 50%,
- Sunday and holidays: + 100%

6.6. Invoices are payable at the registered seat of PRODUMEX and within 30 days after the date of invoice, unless specified otherwise by Customer and PRODUMEX in writing. Payment will be made without any setoff or suspension for any reason whatsoever except where it has been decided by arbitral award or judgment of a court that Customer has a counter-claim capable of being set off or a reason for suspension.

Invoices of PRODUMEX and their content are deemed to be accepted by Customer unless contested within 8 days after receipt of the invoice.

6.7. If Customer fails to pay the amounts due within the period agreed upon, he will be due interest at the rate of 8% per year on the outstanding amounts, by right and without any prior notice of default being required. If Customer fails to pay the amounts due, within the period agreed upon, PRODUMEX can also claim in addition to the total amount then due, a lump sum of 15% of the total amount due and not less than 50 EUR.

6.8. All tangible goods (hardware, data carriers, documentation) delivered to Customer will remain the property of PRODUMEX until all amounts due by Customer for the goods delivered have been paid to PRODUMEX.

6.9. PRODUMEX will be entitled to stop the performance of its services under all contracts if the customer is found in arrears with payments.

## 7. Intellectual property - Copyright

7.1. Copyright and all other intellectual or industrial property rights, including patents, trademarks, registered designs and other similar rights in respect of its products, services, brands, logos, business materials and other items supplied to or put at the disposal of Customer in any manner whatsoever by PRODUMEX, including under warranty or maintenance, will exclusively be held by PRODUMEX. Customer will only acquire the usage rights on the PRODUMEX-Software or other materials of PRODUMEX, even if they have been developed in co-operation with Customer. Customer recognizes that the PRODUMEX-Software and other materials are protected by copyright.

7.2. All PRODUMEX IP is and shall remain the exclusive worldwide property of PRODUMEX and shall not be used by Customer or any other person without the express written approval of PRODUMEX.

7.3. Customer will not be permitted to remove or change any indication concerning copyrights, trademarks, trade-names or any other intellectual property rights from or in the PRODUMEX-Software or materials and products, including any indications concerning the confidential nature of the PRODUMEX-Software.

7.4. Unless explicitly permitted to do so in writing by PRODUMEX, Customer is not permitted to copy the PRODUMEX-Software, transfer it unauthorized to third parties (for example setup another installation or by neglecting the supervision of copying by employees) or to use as example for developing similar software.

Customer shall not perform any act which may damage, jeopardize or diminish the goodwill and reputation associated with the trademarks or which would interfere with or be detrimental to PRODUMEX's rights on the products, services, trademarks, trade names, patents, design rights and copyrights whether registered or not or invalidate any registration of the trade marks. Customer shall promptly notify PRODUMEX of any usage of PRODUMEX'S intellectual property or copyrights which could be detrimental to PRODUMEX.

7.5. All proposals and offers of PRODUMEX, the PRODUMEX documentation and all test-and demonstration-computer programs made available by PRODUMEX to Customer are the property of PRODUMEX. They may not be copied by Customer or made available to third parties. In the event no contract is concluded between PRODUMEX and Customer, Customer will return to PRODUMEX all proposals, offers and other documentation and will not make further use of such.

7.6. The usage rights of Customer as mentioned in article 5 commence at the time the PRODUMEX software is first delivered to Customer in accordance with the contract between PRODUMEX and Customer.

In all other circumstances (such as PRODUMEX software delivered as part of subsequent improvements or maintenance) the usage rights commence at such time as Customer loads the PRODUMEX software on an optically or magnetically readable disk or processes it in a central processing unit (CPU); simultaneously all usage rights previously granted to Customer with respect to the old version of the PRODUMEX software previously delivered and now replaced shall terminate.

Upon the demonstration of justifiable reasons, Customer may retain its rights to the replaced PRODUMEX software for a temporary period to allow transition to the newly delivered PRODUMEX software.

## 8. Warranty terms

8.1. The warrant obligation of PRODUMEX for Software is limited to a period of one (1) year following delivery of the Software. PRODUMEX warrants that the Software will perform substantially in accordance with the documentation during the warranty period.

8.2. All other warranties, whether express or implied, are disclaimed and excluded, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and infringement.

8.3. Response time is based on commercially reasonable efforts.

8.4. During this warranty period, PRODUMEX undertakes to use its best efforts for its software to repair or replace it. Customer is not entitled to claim any damages or compensation.

These services shall be performed free of charge within the period of warranty, provided that the Customer has informed PRODUMEX in writing before the expiration of the warranty period and within maximum 10 days of the claim arising. All notices of a defect shall give the description of the problem as exact as can be reasonably expected from the Customer in order to allow PRODUMEX to detect and acknowledge the defect. After this period, no action will be taken in response to any claim of any kind based on this warranty.

The sole and exclusive remedy for defects covered by this warranty is limited to the correction of the defect by repair or replacement. The choice of said remedies is at the exclusive discretion of PRODUMEX.

8.5. The foregoing warranty shall not apply to defects resulting from:

- improper or inadequate use/maintenance/alteration/neglect by Customer, or a third party,
- other software supplied by Customer or third party, interfacing, viruses or other bugs,
- unauthorized modifications, or misuse, or operation outside of the environmental specifications of the product or software,

This warranty shall also not apply if the damage is caused by force majeure or other causes which have no connection with a defect in the material or the composition.

8.6. PRODUMEX does not warrant that the operation of Software will be uninterrupted or error-free. PRODUMEX does not warrant that the functions contained in the Software will meet Customer's requirements or that the Software will operate in combination with other software or hardware selected by the Customer. PRODUMEX only guarantees the Customer that the PRODUMEX software corresponds to its description in the documentation, which excludes, in consequence, any conformance with any other specification or requirement of the Customer, unless it has been specifically agreed in writing, with the signature of PRODUMEX.

8.7. In the event of no warranty granted by PRODUMEX, the Customer will be charged for such repair, correction or replacement.

8.8. The warranty obligations of PRODUMEX neither include the reconstruction of any lost data or the recovery of data, which have become inaccessible. The Customer shall be responsible for the back-up of the data and the functioning of the back-up system.

8.9. The information as contained in the proposals, offers, appendices, test programs, marketing documentation, project descriptions etc., are intended as general information and do not constitute warranties of quality or performance standards, unless PRODUMEX specifically has declared this in writing.

## 9. Liability

9.1. PRODUMEX cannot be held responsible for an error, fault or concealment in the information supplied by the customer. PRODUMEX can neither be held responsible for loss of data.

9.2. PRODUMEX shall not be liable for:

- damages caused by an error, negligence of or unauthorized repair or use by Customer, or one of its employees or a third party, as well as in cases of non-compliance with the PRODUMEX guidelines by Customer, its employees or said third party.
- if the customer used the goods or services for any other purpose than its intended purpose
- if the customer failed to install and incorporate any enhancements provided by PRODUMEX which correct such defect
- if the defect resulted from an unknown cause or abnormal unspecified conditions.
- damages caused by its own employees or agents, except in case of serious fraud by the latter, and, in such case, only within the limits of the PRODUMEX insurance contract concerned.

9.3. PRODUMEX's liability for possible damage of whatsoever type is limited in all cases to the amount of the contract, i.e. the amount that Customer would have paid if PRODUMEX had completed the job to Customer's satisfaction. In case of consecutive services, the compensation is limited to the contract of services which are disputed.

9.4. PRODUMEX shall in no case be liable for lost profits or business interruption, loss of contracts, loss of business, loss of goodwill, loss of financial interest, finance costs or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which such claim is based.

9.5. The above-mentioned limitations shall not apply in case of and in as far as law explicitly prohibits said limitations, in particular, in case of bodily injury or death caused by defective products, in which case de limitations of the insurance will apply.

9.6. Customer shall indemnify and hold PRODUMEX harmless from and against all losses, damages, settlement amounts, costs and expenses, arising out of or resulting from any claim by third parties arising out of any injuries to persons and/or damage to property resulting from (i) the Customer's failure to comply with any government laws or regulations; (ii) the Customer's negligent acts or omissions; (iii) the Customer's breach of any term of these Terms and Conditions and the contract.

## 10. Confidential information

10.1. Each party shall treat in confidence all information, which it receives from the other party and the confidential information contained in the PRODUMEX software and other materials and PRODUMEX shall comply with the provisions of the Belgian law of December 8, 1992 with respect to the processing of personal data or information. Customer agrees that PRODUMEX shall be entitled to process the data provided by the Customer electronically.

10.2. Customer will treat as confidential and keep secret all information, which it receives, from PRODUMEX. Customer shall not, during the period of the contract and after it is terminated, disclose or otherwise make available to any other person except on a "must know" basis, such confidential information of PRODUMEX. Customer will use the information solely in connection with material or services specifically provided by Customer under the contract for PRODUMEX, and not for any other party or purpose.

10.3. Employees or sub-contractors of Customers are to be advised in writing of PRODUMEX's copyright and duty to maintain secrecy.

10.4. Customer shall treat all PRODUMEX computer programs, documentation and other materials and information in such manner that any abuse will be precluded.

10.5. Customer hereby grants to PRODUMEX, its affiliates, successors, and assigns, all rights to use customer has a reference and reference customer and/or its logos, including quotes, photos taken or illustrations from customer, for advertising and marketing purposes, including but not limited to case studies, print advertisements, reference in PRODUMEX marketing materials, press releases, Internet postings and other publications electronic or printed which are produced in the ordinary course of business.

## 11. Termination

11.1. The contract concluded between parties may be terminated with immediate effect, or earliest upon the expiration of a prior notice period when specifically indicated below, by notice given in writing by registered mail at the option of a Party in any of the following events:

- Breach of obligation: If Customer commits a breach of or neglects its obligations and/or any provision of the contract which is not capable of remedy or, if capable of remedy, fails or refuses to remedy such breach or default within ten (10) calendar days after being so requested by notice.
- Violation of section 6 and 9:  
In case of a violation of the principles set forth in section 6 or 9, PRODUMEX shall be entitled to terminate the contract with immediate effect.
- Force majeure:  
If the other Party is unable to perform any material obligations(s) under this agreement for more than thirty (30) calendar days because of an event or events constituting Force Majeure, either Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party.
- Insolvency or criminal felony:  
If Customer files for or commits an act of bankruptcy or compounds with its creditors, or is placed under a receiver, administrator or equivalent, or ceases its business activities and if the Customer is pursued or convicted for fraud or any other criminal felony, PRODUMEX shall have the right to terminate this agreement with immediate effect.

11.2. Upon termination of this agreement, Customer shall be obliged to pay all the expenses and costs made by PRODUMEX at that time. PRODUMEX shall be entitled to claim damages from Customer.

11.3. Upon termination, Customer shall return to PRODUMEX all computer programs, documentation and other related materials delivered and all copies made by him. Customer shall also cease to have any right, granted in section 4 and 5.

## 12. Additional services

Services not expressly described in the applicable contract shall be provided only upon the express written agreement of parties and will be charged in accordance with the Conditions of PRODUMEX software.

## 13. Software of third-party supplier

If any third-party supplier of software only grants the right to use software in accordance with the provisions of its license or use agreement or if maintenance is carried out in accordance with the provisions of the maintenance agreement of such supplier, the provisions of said agreements will apply with the provisions laid down in the General Terms and Conditions being set aside. PRODUMEX is not liable for software of any third-party supplier.

## 14. Prohibition of recruiting

The hiring of employees, freelancers or subcontractors from PRODUMEX and the direct or indirect use of the services of these employees, freelancers or subcontractors may take place only with the written agreement of PRODUMEX throughout the duration of the contract and within one year after its termination. The customer commits itself to pay PRODUMEX a contractual penalty to the amount of € 50.000,00 (or the equivalent amount in \$) for every violation of this condition. The payment of this contractual penalty will not release the customer from compliance with this prohibition of recruiting. Furthermore, PRODUMEX will be entitled to enforce additional claims for damages beyond this.

## 15. Miscellaneous

15.1. Modifications and amendments to the contracts concluded between PRODUMEX and Customer must be in writing and agreed upon by both parties.

15.2. PRODUMEX is not bound to meet any obligations if it is prevented from doing so as consequence of any circumstance for which it cannot be blamed, or force majeure such as fires, strikes, labour unrest, sickness, government measures, late or non-delivery by suppliers, or any cause outside of its control.

15.3. Customer acknowledges and accepts that the language of these Terms and Conditions and of all contracts concluded between parties is English of which Customer has got full knowledge.

## 16. Export administration

The customer agrees to comply fully with all relevant export laws and regulations of the United States and other countries ("Export Laws") to ensure that any deliverable is not

- Exported directly or indirectly, in violation of Export Laws; or
- Intended to be used for any purposes prohibited by the Export Laws, including without limitation, nuclear, chemical, or biological weapons proliferation.

If a deliverable has been rightfully obtained by the customer outside of the United States, the customer agrees not to re-export such deliverable or any related technical information except as permitted by the laws and regulations of the United States and those of the jurisdiction in which the customer obtained such deliverable. The customer shall be responsible for any duties, custom charges or taxes or fees relating to such export.

## 17. Disputes – Mediation – Applicable law

17.1. In case of a dispute between the parties about the validity, the interpretation or the execution of this agreement, that cannot be solved amicably, the parties will attempt to solve the dispute by mediation. The parties commit themselves not to stop the mediation before each party had the opportunity to give her statement on the case during a joint introductory meeting. As far as the parties do not come to a solution through mediation and unless otherwise agreed, all disputes shall fall under the exclusive jurisdiction of the Courts of Brussels (Belgium).

17.2. The contractual relationship between the parties, including these general terms and conditions, shall be entirely governed by the law of Belgium for contracts concluded in Europe, Middle East and Africa and the law of Georgia (United States of America) for contracts concluded in the Americas. For any dispute the courts at the domicile of PRODUMEX shall have exclusive jurisdiction.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this agreement.