

Warranty and liability regulations for providing pre-series devices for the company TQ-Systems GmbH, Business unit TQ-Components

With the present product, you have acquired an EAU (Early Access Unit). Thus, you have faster access to the new technology and modern products. From our side, providing the pre-series devices means additional higher effort. On the basis of the early product stage having outstanding qualification and documentation, we ask for your understanding for the following agreement.

The following special warranty and liability regulations are applicable to the provision of **pre-series devices, prototypes and all other Early Access Units** (mentioned henceforth generally as "EAU") by TQ-Systems GmbH irrespective of their configuration (module, mainboard, complete device, etc.); **the receiver of goods is deemed to accept these unconditionally when he accepts delivery of the goods.**

1.

While providing an EAU, technical product information and product documentation are a part of the delivery component only in the context of available documentation at the time of ordering. At a later date TQ-Systems GmbH will send, on request, the available documents free of cost.

2.

It cannot be precluded that while providing EAU only temporary packaging will be used and the same may possibly not meet the requirements of proper packaging and logistic handling of serial production equipment.

3.

While providing EAU, it is not mandatory for TQ-Systems GmbH to carry out product certification testing procedures (for e.g. EMV test, ESD test, climate test etc.) or any other product qualification tests and their documentation. Corresponding measures for product certification or qualification need to be explicitly finalized with the respective receiver of goods when the devices are part of pre-serial production.

4.

For a technical query while providing an EAU, the product qualification is not yet finished and the documentation is not available or is only partially available. There could be delays

while dealing with the problems or while replying to the technical questions.

5.

While providing EAU, TQ-Systems GmbH explicitly wishes to point out that, taking into account the fact of either total lack or at least significant reduction of any pre-qualification or certification while delivering the EAU products, it is not possible to develop and manufacture EAU in such a way that it will function without any restriction in a fault-free manner under all possible application conditions irrespective of the best efforts put in by the manufacturer. TQ-Systems GmbH therefore does not assume any guarantee and liability that EAU will fully satisfy all the specifications and functionalities that are usually agreed for serial production items and can thus be put to the use that has been specified in the agreement.

The receiver of goods/services is thus fully aware that any functional disruptions in EAU cannot be excluded. Unless explicitly otherwise agreed in writing, there is no liability or statutory duty on part of TQ-Systems GmbH to provide, with respect to EAU, any repair or maintenance services or to carry out any extension, upgrade or back fitting activities on EAU following delivery of such items. In individual cases, TQ-Systems GmbH reserves the right to change instead of repair, especially if repairing is not economically.

6.

Taking into account the liability and warranty restrictions imposed in sections 1 to 4 of this agreement, TQ-Systems GmbH shall, with respect to any EAU supplies, be liable technically and financially only to the extent and amount insured of transport insurances, operations insurances and product liability insurances concluded in favour of TQ Systems GmbH.

7.

TQ-Systems GmbH therefore also explicitly excludes any further liability or warranty in the matters mentioned in sections 1 to 5 of this agreement as regards scope of delivery for the supply of EAU such as losses and consequential or incidental damages to the receiver of EAU that may arise on account of using EAU.

8.

The receiver of goods/services shall fully exempt and hold harmless TQ-Systems GmbH of

any legal claims staked by third parties on whatever legal grounds in respect of the warranty and liability restrictions outlined in sections 1 to 7.

9.

The warranty and liability restrictions outlined in sections 1 to 7 and other exclusions stated in this agreement shall not apply to any wilful damage or damage to persons caused by TQ-Systems GmbH or its associates or for any liability that can be attributed to TQ-Systems GmbH according to the product liability law.

10.

Should any of the clauses mentioned under sections 1 to 7 of this agreement be rendered null and void, this will not affect the validity of the remaining clauses. In such a case, the clause rendered null and void will be replaced by another effective clause that comes closest in the economic sense to the clause that has been rendered null and void. Any agreements, explanations and liabilities of any type with respect to the supply of EAU by TQ-Systems GmbH need to be agreed in writing. Any oral agreements that may be reached must be confirmed in writing for them to be legally valid.