

HYTERA Mobilfunk GmbH Special Conditions of Sale for Radio Communication Systems



(Deliveries and Services) (Version of February 2014)

1 Various Prerequisites

- 1.1 The installation of the Contractual Goods is performed by the Customer under the supervision of HYTERA Mobilfunk GmbH (hereinafter referred to as "HYTERA"). The Customer shall provide a responsible project manager skilled and authorized to clarify all technical and commercial matters. Unless stated otherwise in the offer, the Customer shall be responsible for obtaining all licences or certificates from any applicable authority within the country of destination.
- 1.2 The Customer shall ensure that skilled personnel is available for the Factory Acceptance Test (FAT) at the HYTERA production plant, installation and Site Acceptance Test (SAT).
- 1.3 HYTERA reserves the right to employ local subcontractors for installation and commissioning.
- 1.4 Unless explicitly stated otherwise, no civil works (e.g. construction of towers and shelters) are included in the offer.
- 1.5 Exact frequencies per carrier and network code should be confirmed with contract signature, but in any case not later than of 6 (six) weeks before the scheduled date of "Factory Acceptance Test" (FAT). In case of delay of exact frequencies per carrier and network code, the Supplier reserves the right to set system parameters with default values or to postpone the delivery date. Subsequent changes of system parameters afterwards by the Supplier are subject to a separate order from the Buyer.
- 1.6 Unless stated otherwise, prices for antenna material and installation are budgetary.

2 General Conditions of Delivery and Service

The offer is based on the enclosed HYTERA General Conditions of Sale (Deliveries and Services) unless otherwise provided herein. Deviating terms of purchase shall apply only to the extent they are confirmed in writing.

2.1 Validity of Offer

Unless stated otherwise, HYTERA's offer is open for acceptance up to six (6) months from the date of the offer.

2.2 Delivery Time of the Contractual Goods

Unless stated otherwise, the standard delivery time for the offered system is approx. six (6) months after the fulfilment of the conditions listed below.

The delivery terms indicated by HYTERA in the offer or other time undertakings shall start to run or are binding on HYTERA, as the case may be, only when the following conditions precedent are met:

- Issuance of an export licence by the competent authorities, if any
- Receipt by HYTERA of the down payment as defined in Section 3.1 (30% and 60% of the total order value)

- final clarification and settlement of all technical and commercial matters (including the frequencies, the agreed final design specification).

Should any of the conditions mentioned above still be outstanding, the delivery date shall be postponed accordingly. The conditions precedent listed above must be met within six (6) months as of receipt of the Customer's Order by HYTERA. Otherwise, HYTERA is entitled to withdraw from the contract.

2.3 Export Licence

In the event that an export licence is required, HYTERA shall apply for such licence. The Customer shall provide an appropriate end-user certificate as required by HYTERA prior to, or not later than, the Order Confirmation. In case the export licence shall be refused or revoked, it is to be considered as a case of Force Majeure as defined in HYTERA General Conditions of Sales (Deliveries and Services).

3 Terms of Payment

3.1 Payment shall be made by remittance to a bank account of HYTERA as follows:

- 30% of the total order value as a non-interest-bearing down payment within 30 days after signing of contract or order confirmation;
- 60% of the total order as a non-interest-bearing down payment no later than 15 days prior to the scheduled date of shipment;
- 10% of the total order value against Site Acceptance Certificate, but not later than three (3) months after delivery.

3.2 Price Adjustment

The following formula(s) shall apply in the event of delay of performance of the contract due to reasons not attributable to HYTERA:

a) for material:

$$P = P_0 \left(0,2 + 0,8 \frac{M_1}{M_0} \right)$$

b) for services and software:

$$P = P_0 \left(0,1 + 0,9 \frac{L_1}{L_0} \right)$$

Legend:

P = Price at time of delivery

P₀ = Final price on basis of time of offer

M₁ = Index at time of delivery

(Source: Index of Producer Prices, Technical Series 17, Volume 2 No. 3, German Federal Office of Statistics, Wiesbaden)

M₀ = Index at time of offer

L₁ = Wage/salary at time of delivery

(Source: Reference wage for skilled workers, Basic

collective agreement of the Bavarian Metal, Industry plus all costs for social benefits)

L_0 = Wage/salary at time of offer

4 Factory Acceptance Test

The Factory Acceptance Test (FAT) shall be performed at HYTERA's premises, Bad Muender, Germany. Acceptance tests shall be performed in accordance with standard procedures. Upon a successful FAT, the Customer and HYTERA shall immediately sign the test report.

The Customer has the right to be present during the FAT. Thus, HYTERA shall advise the Customer in due time of the date of the FAT. In the event that the Customer does not participate in the FAT, the tests shall be performed in its absence and the FAT test report shall be signed by HYTERA only. In this case, the Customer's signature shall be deemed given.

A report of the FAT shall be prepared as documentary evidence that the Contractual Products comply with their relevant specification. In the event that the Customer was not present at the tests, the report shall be forwarded to the Customer without delay.

Unless stated otherwise, the costs of the FAT are contained in the price. The Customer shall assume any costs that may arise from travel by and accommodations for its personnel.

Unless stated otherwise, further tests are excluded.

5 Liability for material defects

5.1 Claims of the Customer based on material defects shall become statute-barred in accordance with Section 14 of HYTERA General Conditions of Sales (Delivery and Service). However this period shall not exceed a period of 18 months after delivery according to the applicable INCOTERM.

6 Liabilities

6.1 Limitation of Liability with respect to features and functions

HYTERA's offer is not intended to comply either with particular specifications or country-specific regulations unless explicitly stated in the offer. Information sent by HYTERA prior to the offer and not referred to in the offer shall not be part of the offer. It is therefore assumed that standard TETRA/MPT 1327 features/functions not expressly mentioned as part of the HYTERA offer are not included in the offer. HYTERA is, however, available to discuss and analyze the updating of equipment with additional features/functions and the related economic consequences.

6.2 Liability in other cases

Liability of HYTERA in any other cases is based on enclosed HYTERA General Conditions of Sales (Delivery and Service).