

GENERAL TERMS

for the sale and delivery of products and product related services by TrackMan

Valid as of 1 February 2012

These General Terms is an addendum to the Purchase Agreement, including (if applicable) the License Terms, and the terms and conditions of these General Terms shall apply and be an integral part of the Purchase Agreement. Each capitalized term used herein and defined herein shall have the same meaning as ascribed to it in the Purchase Agreement, including the License Terms (if applicable). In case of any difference between these General Terms and the general terms of the Buyer, these General Terms of TrackMan shall prevail.

The Purchase Agreement, the General Terms and the License Terms are hereinafter collectively referred to as the "Agreement".

1. Definitions The following expressions shall have the following meanings:

- "**Documents**" means any and all printed aid in relation to the Hardware and/or the Software.
- "**Goods**" means the Hardware and the Software.
- "**Hardware**" means all such goods acquired by the Buyer under the Purchase Agreement, save for the Software.
- "**Service**" means any activities completed by TrackMan in exchange for the consideration described in the Agreement.

2. Product information Data in product information and price lists are binding only to the extent that they are by reference expressly included in the Agreement.

All drawings and other technical documents, software, etc. regarding the Goods or its manufacture submitted by TrackMan to the Buyer, prior or subsequent to the formation of the Agreement may not be used for any other purpose than that for which they were submitted and may not be communicated to a third party.

3. Intellectual property rights Nothing in these General Terms shall constitute or imply any transfer of, or grant of license to, intellectual rights of TrackMan.

The Buyer may not alter, remove or in any way tamper with any of the Goods' trademarks, brands, logos, etc.

4. Confidentiality All information and any physical material provided by TrackMan to the Buyer in connection with the sale of Goods or as part of after sales services or support shall be considered confidential information of TrackMan, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of the Purchase Agreement.

5. Prices and payment All prices appearing in documents from TrackMan are exclusive of applicable value added or sales taxes, import tariffs and the like.

All payments shall be effected in the currency appearing in the purchase agreement or other clearly agreed currency. Payment is due prior to shipping (and/or services rendered), unless specifically written in the purchase agreement.

In the event of delayed payments an interest of 1% per commenced month is accrued.

Until payment has been received in full by TrackMan, title to the products shall remain with TrackMan, and in the event of non-payment, TrackMan shall, in addition to all other rights and remedies available to TrackMan, be entitled to recover possession of the Goods (in Danish "ejendomsforbehold").

6. Delivery The Goods are delivered Ex Works (Incoterms 2000) Vedbæk, Denmark. If TrackMan undertakes to engage a freight forwarder on the Buyers behalf, the passing of risk and other consequences of the prescribed term of delivery shall not be altered thereby.

If TrackMan finds that it will not be able to deliver the Goods at the agreed time for delivery or if delay on its part seems likely, TrackMan shall forthwith notify the Buyer thereof, stating the reason for the delay and if possible the time when delivery can be expected.

7. Limited warranty The limited warranty undertaken by TrackMan in this clause 7 is only made in respect of the Hardware. TrackMan undertakes a separate limited warranty in respect of delivered Software, which is included in the License Terms.

TrackMan warrants that the delivered Hardware shall be manufactured in accordance with good workmanship. This warranty is expressly made in lieu of any and all warranties, express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the Hardware is with the Buyer.

The Buyer shall examine the Hardware upon receipt and any alleged breach of warranty shall be notified to TrackMan within 14 days thereafter. The notice shall contain a description of how the alleged breach manifests itself. If the Buyer fails to notify TrackMan in writing within the time limit set forth above, he shall forfeit his right to make any claim under this warranty.

Remedy of the defect shall take place at TrackMan's premises and the Buyer shall return the defective parts to TrackMan for repair or replacement. All transport in connection with repair or replacement shall be at the TrackMan's risk and cost. The Buyer shall follow TrackMan's instructions as to how the transport shall be carried out. Defective parts, which are replaced, shall become TrackMan's property.

If TrackMan fails to take corrective measures within a reasonable period of time after having received the defect parts, the Buyer may by written notice require TrackMan to do so within a final time. If TrackMan fails to fulfil its obligations within that time limit, the Buyer shall be entitled to a price reduction or, if the defect must be considered substantial, to cancel the purchase of the non-conforming part of the Hardware.

The sole liability of TrackMan for breach of this warranty shall be the replacement of non-performing parts of the Hardware within a reasonable time. TrackMan is only liable for defects, which appear under the conditions of operation provided for in the Documentation and under proper use of the Goods. TrackMan's liability does not cover defects caused by occurrences after the risk in the Hardware has passed to the Buyer. Further, TrackMan's liability does not cover normal wear and tear or deterioration.

The warranty in this clause 7 expires 12 months after the delivery of the Hardware. The warranty terminates immediately and without notice if the Buyer or a third party not authorized by TrackMan opens the Hardware or if the warranty seal, if any, within the Hardware is broken.

8. TrackMan™ Pro Hardware Service During any paid Hardware Service package as stated in the Purchase Agreement TrackMan undertakes to provide and make available to the Buyer service and maintenance for TrackMan™ Pro with the aim of correcting any defect or malfunctioning in the TrackMan™ Pro. The Service Package consists of (i) technical assistance, within normal working hours, by phone (hotline) or e-mail and (ii) repair and/or replacement of defective or malfunctioning parts of TrackMan™ Pro (spare parts and working hours included). Repair of defective parts shall take place at TrackMan's premises and the Buyer shall (duly following TrackMan's instructions as to how transport shall be carried out) return the TrackMan™ Pro to TrackMan for repair, and TrackMan shall return to the Buyer the repaired TrackMan™ Pro to the Buyer within 10 business days after TrackMan's receipt of the defective TrackMan™ Pro. All transport in connection with service under this clause 8 shall be at the Buyer's risk and cost.

9. TrackMan™ Range Bay Optional Hardware Maintenance During any paid TrackMan™ Range Bay Optional Hardware Maintenance package as stated in the Purchase Agreement (only applicable for TrackMan™ Range Bay Hardware) TrackMan undertakes to provide and make available to the Buyer service and maintenance for TrackMan™ Range Bay Hardware with the aim of correcting any defect or malfunctioning in the TrackMan™ Range Bay Hardware. The TrackMan™ Range Bay Optional Hardware Maintenance Package consists of (i) technical assistance, within normal working hours, by phone (hotline) or e-mail and (ii) repair and/or replacement of defective or malfunctioning parts of TrackMan™ Range Bay Hardware components (spare parts and working hours included). Repair of defective parts shall take place at TrackMan's premises and the Buyer shall (duly following TrackMan's instructions as to how transport shall be carried out) return the TrackMan™ Range Bay components TrackMan for repair, and TrackMan shall return to the Buyer the repaired components to the Buyer within 10 business days after TrackMan's receipt of the defective TrackMan™ Range Bay Hardware components. All transport in connection with service under this clause 8 shall be at the Buyer's risk and cost.

10. General limitations of liability TrackMan shall in no event be liable for any loss or damage arising, directly or indirectly, from the use of the Goods, including any product liability, and/or for any indirect or consequential loss or damages of any nature whatsoever, including but not limited to loss of data or data being rendered inaccurate, loss of profits, loss of interest or other losses sustained by the

Buyer or third parties arising out of the use or inability to use the Goods.

TrackMan's aggregate liability whether in contract, warranty, tort or otherwise, arising out of or connected with the performance or non-performance of any agreement shall in no event exceed the amount paid by the Buyer pursuant to the Purchase Agreement during the 12 months prior to the Buyer becoming aware of the basis for a claim towards TrackMan.

11. Goodwill and Promotional Value Customer recognizes the value of the goodwill associated with the Goods, Services and/or the Trademarks and acknowledges that the Goods, Services and/or Trademarks, and all rights therein and the goodwill pertaining thereto, belong exclusively to TrackMan. Customer further recognizes and acknowledges that the Goods, Services and/or the Trademarks have acquired secondary meaning in the mind of the public. Customer agrees that during this Agreement, or any time thereafter, it will not dispute or attack the title or any rights of TrackMan in and to the Goods, Services and Trademarks or the validity of the Goods sold, Services provided, or licenses granted herein.

Customer agrees that its use of the Goods, Services and/or the Trademarks shall inure to the benefit of TrackMan and that the Customer shall not, at any time, acquire any rights in the Goods, Services and/or the Trademarks by virtue of any use it may make of the Rights and/or the Trademarks. Customer hereby assigns to TrackMan any and all trademarks and trademark rights in the Goods, Services and/or the Trademarks created by such use, together with the goodwill of the business in connection with which such Goods, Services and/or Trademarks are used.

Customer acknowledges that TrackMan is entering into this Agreement not only in consideration of the fees paid hereunder but also in recognition of the intrinsic benefit to proper maintenance of the reputation of TrackMan and the Goods, Services and the Trademarks as a result of Customers use of the Goods, Services and/or the Trademarks in accordance with the provisions of this Agreement. Accordingly, Customer agrees that in the event of any breach by Customer, in addition to all other remedies available to it hereunder, TrackMan may at its sole option commence an action in any court having jurisdiction or an arbitration proceeding, and shall be entitled to injunctive relief against any such breach as well as such other relief as any arbitrator(s) or court with jurisdiction may deem just and proper.

12. Indemnification Customer agrees to indemnify, defend and hold TrackMan harmless against any and all third party claims, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly incurred by TrackMan as a result of Customer's breach of this Agreement.

13. Ground for relief The following circumstances shall be considered as grounds for relief if they impede the performance of the Agreement or makes performance unreasonably onerous: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by sub-contractors and labour disputes.

Notwithstanding the above, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than 6 months by reason of any grounds of relief as described above.

14. Applicable law and venue The law of the Kingdom of Denmark shall govern the Agreement. However, the provisions of the United Nations Convention on the International Sale of Goods shall not apply.

Any disputes or claims arising out of or in the connection with the Agreement may be brought before the ordinary courts of law with the Maritime and Commercial Court ("Sø- og Handelsretten") in Copenhagen, Denmark, being the first instance venue. Notwithstanding the just said, TrackMan shall be entitled to bring any such disputes before courts of law within the Buyer's jurisdiction, including for the purposes of enforcing its rights under the Agreement.

15. Miscellaneous

a. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

b. Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such in-

validity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

c. No Joint Venture. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.