

This English translation of Advantech Service-IoT GmbH's General Terms and Condition is provided for information only. Only the German Version of Advantech Service-IoT GmbH's "Allgemeine Geschäftsbedingungen" is legally binding!

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## 1. Scope

All offers, orders, deliveries and services by Advantech Service-IoT GmbH shall be exclusively based on the following terms and conditions. These terms and conditions shall therefore also apply to all future business relationships with the customer, even if not expressly agreed on again. Any deviating, additional or conflicting terms of the customer shall not become part of the contract, even if Advantech Service-IoT GmbH does not expressly object to them. Deviations from these terms and conditions must be made in writing in order to be valid.

## 2. Offers

1) All offers of Advantech Service-IoT GmbH shall be subject to change and non-binding. A contract shall come about only upon written purchase order confirmation by Advantech Service-IoT GmbH or upon execution (including partial execution) of a customer's purchase order. Field staff and sales representatives are not authorized to accept customer orders with binding effect for Advantech Service-IoT GmbH.

2) All information referring to dimensions, weight, quality, construction and material has been determined to our best knowledge, but is approximate only and not binding on Advantech Service-IoT GmbH. This also applies to information provided by Advantech Service-IoT GmbH's own supplier.

2) § 312i(1) first sentence nos. 1, 2 and 3 as well as § 312i(1) second sentence of the German Civil Code [*Bürgerliches Gesetzbuch, BGB*], which impose certain obligations that are concluded online, shall not apply.

## 3. Condition of the products

1) The quality and product features of Advantech Service-IoT GmbH's products shall be as customary in the trade, taking into account production-related tolerances for dimensions, weights and quality conditions. Advantech Service-IoT GmbH reserves the right to make technical or optical changes to the products that serve to improve such products and do not impair their functionality.

2) Qualities of the products stated in publications of Advantech Service-IoT GmbH or of its sales representatives, in particular in advertising, in drawings, brochures or other documents or on packaging and labeling of the Products, or which fall under trade usages, shall only be deemed to be covered by the contractual condition of the products if such qualities are expressly contained in an offer or an order confirmation.

3) Guarantees, in particular guarantees as to condition [*Beschaffheitsgarantie*], shall be binding on Advantech Service-IoT GmbH only to the extent to which they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "guarantee as to condition", and (iii) expressly stipulate the obligations for Advantech Service-IoT GmbH resulting from such guarantee.

4) Where Advantech Service-IoT GmbH merely acts as a reseller of products of third party suppliers the contractually agreed product features shall be the customary features of such third party supplier products. If it is agreed that the customer will collect such products from Advantech Service-IoT GmbH, Advantech Service-IoT GmbH will hold these products ready for collection in the supplier's customary packaging without additional transport packaging.

4) Where the customer contributes to Advantech Service-IoT GmbH's products by means of own customer supplies, by special product requirements or in any other way, it shall be the customer's sole responsibility to ensure that these customer contributions and their influence on the products delivered by Advantech Service-IoT GmbH do not result in a breach of applicable laws or regulations (particularly not in an infringement of third party intellectual property rights).

#### **4. Prices and terms of payment**

1) Prices are ex warehouse or ex works (EXW according to Incoterms 2010), excluding packaging, freight and other ancillary costs, plus VAT at the rate applicable at the date of delivery. Prices are subject to acceptance of the ordered quantity.

2) Unless otherwise agreed invoices shall be due immediately and payable without deduction at the latest within 14 calendar days from the invoice date. In case of late payment Advantech Service-IoT GmbH is authorized to claim interest and collection fees as of the maturity date. The interest rate for late payments shall be 9 percentage points above the base lending rate. The customer shall also compensate Advantech Service-IoT GmbH for all costs caused by the late payment, including the costs of a debt collection procedure. Irrespective of the customer's deviating provisions all payments shall be applied first to the oldest debt, and here first to any costs, then to the interest, and then to the principal debt.

3) If the customer fails to comply with its payment obligations in accordance with contractual provisions or if other circumstances become known that call into question the customer's creditworthiness, and Advantech Service-IoT GmbH's payment claims therefore seem to be at risk, Advantech Service-IoT GmbH shall be entitled to perform further deliveries only if paid in advance, to make further performance conditional on the provision of security, and/or to suspend performance until all due payment claims have been settled in full.

4) Except for the customer's contractual counterclaims under the same purchase order as Advantech Service-IoT GmbH's claim the customer shall only be entitled to effect a set-off with counterclaims and/or to exercise a right of retention based on counterclaims if such counterclaims are accepted by Advantech Service-IoT GmbH or have become res judicata. To exercise of a retention right further requires that such counterclaims is based on the same purchase order as Advantech Service-IoT GmbH's claim.

#### **5. Time of delivery or performance**

1) Delivery dates are binding only if expressly described in writing as fixed dates by Advantech Service-IoT GmbH, and if all documents to be submitted by the customer for execution of the order have been made available in due time. All delivery dates, including fixed dates, are subject to Advantech Service-IoT GmbH itself being supplied correctly and on time; Advantech Service-IoT GmbH shall not be responsible for its own suppliers. The point in time at which the risk passes to the customer according to clause 6 shall be decisive for compliance with the delivery dates.

2) Delays in delivery and performance due to force majeure or other unforeseeable circumstances not attributable to Advantech Service-IoT GmbH which make performance significantly more difficult or impossible, in particular difficulties in procuring materials, strikes, lawful lock-outs, disruptions in operations, official orders, etc., also if they arise at suppliers or sub-suppliers, shall entitle Advantech Service-IoT GmbH to postpone the delivery or performance by the duration of the hindrance plus a reasonable start-up period. Advantech Service-IoT GmbH shall not be responsible for the foregoing circumstances even where such circumstances occur during an already existing default. Advantech Service-IoT GmbH shall notify the customer of the circumstances of the hindrance as well as the probable duration of the delay.

3) If according to clause 5.2 a hindrance lasts for three months or more, Advantech Service-IoT GmbH is entitled to withdraw from the contract in respect of the unperformed portion.

4) With the exception of fixed dates, Advantech Service-IoT GmbH shall be in default only if (i) the customer has set an adequate grace period in writing after the non-binding delivery date has passed, and (ii) this deadline has not been met as well.

5) If Advantech Service-IoT GmbH is in default, its obligation to compensate damages in cases of slight negligence shall be limited to an amount of 0.5% for each full week of default, up to a maximum total amount of 50% of the invoice value of the delivery affected by the default. Any exceeding claims shall only exist in cases of intent or gross negligence and subject to clause 10. Should the hindrance continue for more than three months, the customer shall – after setting a reasonable grace period – be entitled to withdraw from the contract in respect of the unperformed part.

6) Partial deliveries and partial performances are permitted to the extent the customer can reasonably be expected to accept such partial deliveries or performances. Such permitted partial deliveries or partial performances can be invoiced separately by Advantech Service-IoT GmbH.

## **6. Transfer of risk and receipt of the products**

1) Any delivery, also carriage paid deliveries, shall be at the customer's risk. The risk shall pass as soon as the consignment has been handed over to the person transporting the products or, in the case of transportation by the employees of Advantech Service-IoT GmbH, has left the warehouse for shipping. This shall also apply if the products are delivered by a third party supplier on behalf of Advantech Service-IoT GmbH directly to the customer. If shipping of the products is delayed or has become impossible due to circumstances for which Advantech Service-IoT GmbH is not responsible, the risk shall pass to the customer upon notification of readiness for shipment.

2) Insurance against damage or loss in transit shall be taken out only upon the customer's request and at the customer's cost.

3) The customer shall make any objections based on damage in transit and shortfalls in volume in writing immediately upon receipt of the products, and shall document them in the accompanying documents. Any corresponding evidence must be preserved.

4) Advantech Service-IoT GmbH shall not be liable for accessory items which are sent-in by customer in connection with any device service or repair order but not mentioned on the delivery papers.

## **7. Liability for defects**

1) Pre-requisite for the customer's warranty rights (claims based on defects) is that the customer inspects the delivered products and effects proper notification of defects pursuant to Sec. 377 of the German Commercial Code [*Handelsgesetzbuch, HGB*]. Notifications of defects shall be made in writing and provide a specific and detailed description of the defect. Obvious defects shall be notified to Advantech Service-IoT GmbH in writing within one week of delivery, hidden defects within one week of being discovered. These periods are preclusion periods.

2) In the event of a defect, Advantech Service-IoT GmbH may remove the same at its choice by repair or replacement delivery. Should such repair or replacement delivery finally fail the customer shall be entitled at its choice to withdraw from the contract [*Rücktritt*] or to a reasonable reduction in the purchase price [*Minderung*]. Repair or replacement delivery will be made without acknowledging a legal obligation and shall not trigger a renewed limitation period for the claims for defects relating to the products.

3) The limitation period for claims based on defects is twenty-four (24) months from delivery for Advantech Service-IoT GmbH's own products. Where Advantech Service-IoT GmbH merely acts as a reseller of products manufactured by third parties the limitation period for claims based on defects is twelve (12) months from delivery. In case of fraudulently concealed defects the statutory limitation period shall apply.

4) No claims for defects shall exist for non-material deviations from the agreed condition which do not impair the product's use to an unreasonable extent, for ordinary wear and tear (e.g. degradation of rechargeable batteries, wear of display foils), faulty or negligent treatment, unsuitable or improper use, chemical, electrochemical or electronic influences, improper installation, operation, use or maintenance, or non-reproducible software errors, always provided that such damages are not attributable to fault on the part of Advantech Service-IoT GmbH. Also excluded are claims for defects attributable to inappropriate modifications, repairs, or the use of consumable materials (chemicals, operating materials) which do not correspond to Advantech Service-IoT GmbH's original specifications, by the customer or its appointee. Furthermore, no claims based on defects shall exist for products where (i) the serial number is missing, has been changed or obscured, or (ii) a product seal has been broken, unless the customer furnishes evidence that this was already the case at the time of delivery.

5) Irrespective of the customer's claims based on defects that are addressed herein and/or of any manufacturer's warranties the customer can, within the first six (6) months after delivery, request a free of charge replacement of batteries obtained from Advantech Service-IoT GmbH if during this period the batteries do not have the properties that are described in the manufacturer's relevant product specification. The other provisions of this clause 7 shall, with any necessary changes, also apply to this replacement claim.

6) In case of defects regarding products that are manufactured by third parties and for which Advantech Service-IoT GmbH merely acts as a reseller the customer shall be obliged to primarily raise any claims against the respective manufacturer (in particular claims based on a potential manufacturer warranty). Only if the customer's pursuit of such claims is not successful and such failure cannot be attributed to the customer the customer shall be entitled to raise claims based on defects under its purchase agreement with Advantech Service-IoT GmbH. Whenever the limitation period for customer's claims against the respective product manufacturer is suspended the same suspension shall also apply to the claims between the customer and Advantech Service-IoT GmbH.

7) If the customer wrongly asserts claims based on defects, Advantech Service-IoT GmbH shall be entitled to charge to the customer the reasonable expenses incurred to it for removing or determining the defect.

8) Claims of the customer for the reimbursement of expenses that were necessary for the purpose of subsequent performance [*Nacherfüllung*], notably the costs of transport, journeys, labor and material, are excluded to the extent that the expenditure is increased as a result of the products being brought to a place other than the agreed place of delivery. Advantech Service-IoT GmbH is entitled to invoice such increased costs to the customer.

9) Further claims based on defects of any kind whatsoever are excluded, without prejudice to any claims for damages that are subject to clause 10.

## **8. Software license**

1) Unless a special license agreement exists, the following provisions shall apply for any software provided by Advantech Service-IoT GmbH.

2) Advantech Service-IoT GmbH grants to the customer a non-exclusive license to install and use the software, without the right to grant sub-licenses and limited to the purposes of customary use of those products for which the software is provided.

3) The customer is not entitled to perform the following acts:

- a) modification, adaptation, translation, processing, arrangement or other reworking of the software as well as the reproduction of results achieved from the same, unless these acts are necessary for the rectification of defects and Advantech Service-IoT GmbH has not offered rectification within a reasonable time period and carried out the rectification within such a time period if commissioned to do so;

- b) disassembly, decompilation, reverse engineering or use of any other process to obtain the source code, unless such processes are required to achieve interoperability of an independently created computer program with other programs and Advantech Service-IoT GmbH has not made available the information required for this within a reasonable period;
  - c) reproduction of the software with the exception of the installation of the software, the running of the software and the creation of a back-up copy which has to be marked as such;
  - d) removal or modification of trademarks, copyright or other notices with reference to intellectual property rights in respect of the software;
  - e) loaning, renting, leasing or other temporary supply of the software to third parties for use by the same.
- 4) The customer is only entitled to resell the software if it does not retain any copies of the software after such resale and if the buyer undertakes to comply with the license terms contained in this clause 8.
- 5) For third party software that is produced by manufacturers other than Advantech Service-IoT GmbH the respective manufacturers' own licensing may apply, which shall have precedence over these terms and conditions. Upon request Advantech Service-IoT GmbH will provide the relevant manufacturer licensing terms to the customer before the contract is concluded.

## **9. Intellectual property rights**

- 1) Advantech Service-IoT GmbH is obliged to deliver the products free of copyrights and other intellectual property rights (hereinafter: "Intellectual Property Rights") within the country in which the products are to be used according to the contractual agreement (in cases of doubt: in the country of the place of delivery). In the event of a breach of the foregoing obligation, Advantech Service-IoT GmbH's liability towards the customer shall be subject to the following provisions, with the proviso that the products were used by the customer in accordance with this agreement, the infringement of Intellectual Property Rights is attributable to Advantech Service-IoT GmbH and the limitation period for claims for defects pursuant to clause 7.3 has not yet expired.
- a) Advantech Service-IoT GmbH may at its choice either obtain at its own expense a right of use in respect of the Intellectual Property Right infringed which is sufficient for the agreed or presumed use, or modify the products in such a way that the Intellectual Property Right is no longer infringed, or exchange the products to the extent that the agreed or presumed use by the customer is not hereby impaired. If this is not possible or is unreasonable for Advantech Service-IoT GmbH, the customer may withdraw from the agreement in respect of the products concerned.
  - b) Advantech Service-IoT GmbH's liability for damages is subject to the provisions of clause 10.
  - c) The foregoing obligations of Advantech Service-IoT GmbH apply only to the extent that the customer (I) informs Advantech Service-IoT GmbH in writing and without undue delay of the assertion of claims by third parties, (II) does not concede the existence of an infringement vis-à-vis third parties, and (III) leaves all measures of defense and actions for the resolution of disputes to be undertaken by Advantech Service-IoT GmbH at the latter's discretion. If the customer discontinues use of the products to mitigate damages or for another justified reason, it is obliged to make clear to the third party that such discontinuation of use does not constitute any acknowledgement of the alleged infringement.
- 2) All claims of the customer are excluded if the infringement of an Intellectual Property Right has been caused by a way of use which is not provided for by Advantech Service-IoT GmbH, or a modification of the products by the customer or his appointee, or use of the same together with products not provided by Advantech Service-IoT GmbH or which Advantech Service-IoT GmbH has not recommended to be used together. The same shall apply if the infringement of Intellectual

Property Rights is caused by the customer's own supplies, customer-specific product requirements, or by any other customer contribution to the Advantech Service-IoT GmbH products,

3) Any other claims of the customer against Advantech Service-IoT GmbH or its agents which exceed the rights set forth in this clause 9 and are based on an infringement of an Intellectual Property Right are excluded.

## **10. Liability**

1) Advantech Service-IoT GmbH shall be liable for any damage, regardless of the legal cause, only if (I) such damage is attributable to the culpable (i.e. at least negligent) material breach of obligations by Advantech Service-IoT GmbH thus jeopardizing the contractual purpose, or to the culpable breach of duties the fulfillment of which is a pre-requisite for proper performance of the contract, or (II) such damage has been caused by gross negligence or willful misconduct by Advantech Service-IoT GmbH, or (III) Advantech Service-IoT GmbH has assumed a guarantee.

2) Advantech Service-IoT GmbH's liability shall be limited to the typical, foreseeable damage if Advantech Service-IoT GmbH (I) has culpably, but not by gross negligence or willful misconduct, materially breached obligations so that the contractual purpose is jeopardized, or has breached duties the fulfillment of which is a pre-requisite for proper contract performance, or (II) if employees or agents of Advantech Service-IoT GmbH who are not officers or executive staff have breached other obligations by gross negligence, or (III) if Advantech Service-IoT GmbH has assumed a guarantee, unless such guarantee is expressly designated as a guarantee as to condition.

3) In the cases of clause 10.2 no liability shall exist for indirect damage, consequential damage or loss of profit.

4) The limitation period for customer's claims for damages in the events as specified in clause 10.2 shall be two years from the point of time the customer obtains knowledge of the damage or, irrespective of this knowledge, three years from the damaging event. For claims based on defects of the products, the limitation period pursuant to clause 7.3 shall apply.

5) This clause shall not affect Advantech Service-IoT GmbH's liability pursuant to the German Product Liability Act [*Produkthaftungsgesetz*], for injury to life and limb, for fraudulent concealment of a defect or for the assumption of a guarantee as to condition.

6) Clauses 10.1 to 10.5 shall also apply in the case of any claims for damages of the customer against employees or agents of Advantech Service-IoT GmbH.

## **11. Reservation of title**

1) Advantech Service-IoT GmbH reserves title in the delivered products until full payment of all claims from the entire current business relationship with the customer ("Reserved Products").

2) The customer is entitled to resell the Reserved Products within the scope of ordinary business operations subject to reservation of title as long as the customer is not in default of payment towards Advantech Service-IoT GmbH. It is not permitted to pledge the Reserved Products or to use them as security.

3) As security for the claims of Advantech Service-IoT GmbH the customer hereby assigns with immediate effect its future receivables from the resale of the Reserved Products under clause 11.2 in the amount of the invoice value (including VAT) of the Reserved Products until full payment of all claims of Advantech Service-IoT GmbH under clause 11.1. Advantech Service-IoT GmbH accepts this assignment. If the Reserved Products are processed together with other items not belonging to the customer, the assignment shall be effected only in the proportion of the co-title shares in the Products being processed pursuant to clause 11.6. The customer shall retain the right to collect the receivables also after the assignment as long as the customer fulfills its payment obligations from the proceeds

taken in, is not in default of payment and has not filed an application for the opening of insolvency proceedings nor suspended its payments. Advantech Service-IoT GmbH's power to collect the receivables itself shall not be affected thereby. At Advantech Service-IoT GmbH's request, the customer shall inform Advantech Service-IoT GmbH of the names and addresses of the buyers concerned as well as the type and scope of its claims existing against such buyers. Advantech Service-IoT GmbH may at all times disclose the assignment in order to secure its claims for payment.

4) In the event of attachments or other interferences of third parties with the Reserved Products, the customer shall inform the third party that such goods are the property of Advantech Service-IoT GmbH and shall immediately notify Advantech Service-IoT GmbH. The customer shall bear all costs of any intervention proceeding and other defense measures in connection with such interference by third parties.

5) If the customer breaches the contract, in particular in the case of payment arrears, insolvency or deterioration of assets, Advantech Service-IoT GmbH may take possession of the Reserved Products at the customer's expense, even without rescinding the contract, and enter the customer's premises for that purpose. The customer's restitution claims against its own customers are hereby assigned to Advantech Service-IoT GmbH with immediate effect. Recovery or attachment of the Reserved Products by Advantech Service-IoT GmbH do not constitute a rescission of the contract. The contract shall only be rescinded by means of an express declaration, and if the customer is in breach of contract shall not require to grant the customer a cure period. Advantech Service-IoT GmbH shall be entitled to realize the Reserved Products and to satisfy its claims by setting off the proceeds therefrom against the outstanding receivables from the customer.

6) Any processing [*Verarbeitung*] or reworking [*Umbildung*] by the customer of the Reserved Products shall always be performed for Advantech Service-IoT GmbH. If the Reserved Products are processed or reworked with other items not belonging to Advantech Service-IoT GmbH, Advantech Service-IoT GmbH shall acquire co-title in the new thing in the proportion of the value of the Reserved Products to the other items that are processed or reworked at the time of such processing or reworking; in all other respects, the same provisions shall apply for the new thing thus created as for the Products delivered subject to reservation of title.

If the Reserved Products are inseparably commingled [*vermischt*] or combined [*verbunden*] with other items not belonging to Advantech Service-IoT GmbH, Advantech Service-IoT GmbH shall acquire co-title in the new thing in the proportion of the value of the Reserved Products to the other commingled or combined items at the time of commingling or combining. If the commingling or combining takes place in such a way that the thing of the customer is considered to be the principal thing, the customer shall transfer co-title to Advantech Service-IoT GmbH on a pro rata basis. The customer shall keep the sole title or co-title thus created free of charge in safe custody for Advantech Service-IoT GmbH. As security for the claims of Advantech Service-IoT GmbH against the customer, the latter hereby also assigns to Advantech Service-IoT GmbH the claims accruing against third parties by the combining of the Reserved Products with a real estate property.

7) If the value of the Reserved Products and of Advantech Service-IoT GmbH's other security exceeds the value of the secured claims by more than 20%, Advantech Service-IoT GmbH will release its security that is in excess of this threshold upon request.

8) If for foreign customers the above retention of title is not (or not fully) enforceable under applicable laws of the customer's country, Advantech Service-IoT GmbH's rights under the clauses above shall be limited to the extent permitted under such laws.

## **12. Disposal duties for electric goods**

1) To the extent the products are electrical or electronic equipment within the meaning of the German Electrical and Electronic Equipment Act [*Elektro- und Elektronikgerätegesetz, ElektroG*] the customer shall assume at its costs the orderly disposal of the products after termination of use of such products.

2) The customer shall indemnify Advantech Service-IoT GmbH against any obligations under Sec. 10 para. 2 ElektroG and any third-party claims related thereto.

3) The customer shall by written contract impose an obligation on business third parties to whom it resells the delivered products to properly dispose of such products after their use is terminated, in accordance with statutory provisions and at the expense of such business third parties, and in the event of a further resale to impose such an obligation also on their customers. If the customer fails to impose a contractual obligation on third parties to whom it resells the products to assume the disposal duty and to impose such duty in turn, and to document this, the customer shall be obliged to take back the products at its own expense and to orderly dispose of them in compliance with statutory provisions.

4) Advantech Service-IoT GmbH's claim to assumption and indemnification by the customer shall not become statute-barred before two years have elapsed from the final termination of the use of the products (suspension of expiration). The two-year suspension period shall start at the earliest upon receipt of written notification by the customer on the termination of use.

### **13. Additional services for software deliveries**

1) Software shall be delivered ready for installation. Further services relating to the software, in particular installation, configuration or maintenance, shall be rendered on the basis of separate agreements and according to Advantech Service-IoT GmbH's rates valid at the time. The customer shall then provide free of charge the required machine time, the staff operating the equipment as well as suitable rooms and all required technical facilities for the duration of such service.

2) Any training or introductory class for employees of the customer is not included in the scope of delivery and has to be agreed separately with Advantech Service-IoT GmbH.

### **14. Additional services for hardware deliveries**

1) Hardware shall be delivered ready for installation. Further services relating to the hardware, in particular installation and maintenance, shall be rendered on the basis of separate agreements and according to Advantech Service-IoT GmbH's rates valid at the time. The customer shall then provide free of charge the required machine time, the staff operating the equipment as well as suitable rooms and all required technical facilities for the duration of such service.

2) Separate orders must be placed for planning or other consulting services.

### **15. Export**

The export of Advantech Service-IoT GmbH's products that are subject to applicable export control laws or regulations to non-EU countries is subject to Advantech Service-IoT GmbH's prior written consent, regardless of the fact that the customer itself is responsible for obtaining all official import and export licenses.

### **16. Subcontractors**

Advantech Service-IoT GmbH is entitled to employ subcontractors for providing its services.

### **17. Miscellaneous**

1) Place of performance is Advantech Service-IoT GmbH's registered office in Germering, Germany.



2) Exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the city of Munich, Germany. This does not apply for summary debt collection procedures and other mandatory legal venues which cannot be waived by contractual means. Advantech Service-IoT GmbH is also entitled to bring an action before the court having jurisdiction for the customer's registered office.

3) This agreement shall be governed by the laws of the Federal Republic of Germany, excluding any references to other jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4) To the extent that correspondence is conducted not in German but in a foreign language or installation instructions, documentations or notes are drawn up in a foreign language, in the event of contradictions between the German and the English version the German version shall prevail.

5) Should one or more provisions of these General Terms and Conditions or a provision within the framework of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected thereby. Invalid or missing provisions shall be replaced by valid clauses which come as close as possible to the intended purpose.

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