

General Terms and Conditions of Fiege electronic GmbH

§ 1 Validity

Offers, deliveries and services of Fiege electronic GmbH are provided exclusively on the basis of these terms and conditions. They also apply for all future business relationships, even if they are not expressly agreed on again. Our terms and conditions also apply if confirmations to the contrary are made by the contractual partner with reference to its own business conditions or conditions of purchase. Such opposing confirmations are herewith expressly objected to. Deviations from these terms and conditions do not apply unless they are confirmed by us in writing.

§ 2 Offer or conclusion of a contract

Offers are non-binding and subject to confirmation. This also applies to pricing. Drawings, illustrations, dimensions, weights and other performance data are only binding if they have been expressly agreed on in writing. We reserve the right to make changes in the course of technical progress.

The purchaser is bound to their order for eight weeks.

Orders with a net value of 1000.00 € or more require our written confirmation for legal effectiveness.

Side agreements, changes and supplements are only effective with our prior written confirmation.

§ 3 Prices

Our prices are understood to be with the addition of the legal VAT and packing and shipping costs. If more than three months have passed from the conclusion of the contract to the delivery date, then the prices at the time of delivery shall apply.

§ 4 Delivery times

If nothing else has been expressly agreed on in writing, delivery dates and deadlines require a written agreement for their effectiveness and are always non-binding. All delivery deadlines are conditional on the correct and timely deliveries made to Fiege electronic GmbH.

Partial deliveries are permitted.

§ 5 Shipment and transfer of risk

The shipment is made at the risk and cost of the purchaser. The risk is transferred to the purchaser as soon as the shipment has been handed over to the person making the transport or has left our warehouse for the purpose of shipment.

If the shipment is delayed or rendered impossible by no fault of our own, then the risk shall be transferred upon sending of the notification of readiness for shipment to the purchaser.

Upon written request of the customer, deliveries shall be insured in their name and at their expense.

§ 6 Guarantee and Liability

The guarantee period extends for twenty-four months from the date of delivery. Computer components having a warranty period of twelve months from the date of shipment are excluded from this. These components include monitors, touch panels, IPCs, motherboards and processor modules. To the exclusion of other warranty claims, defective merchandise shall either be repaired by us or substitute shipments made at our own discretion. Repeated repairs are permitted.

No guarantee can be offered for the correctness and completeness of data records in electronically stored or printed form. If a guarantee is nevertheless to be offered by express written agreement, then this shall only apply to the correctness of the data record at the time of shipment.

Defects must be reported in writing by the purchaser without delay and no later than ten days from receipt of the merchandise. Hidden defects not detected by this deadline must be reported immediately upon their discovery. Defective delivery objects must be sent to us at the expense of the purchaser or made available to us for inspection. Any violation of the above duties shall invalidate any warranty claims against Fiege electronic GmbH. Fiege electronic GmbH shall be available to the Purchaser to provide

information and advice about the use of their products to the best of their knowledge.

Claims for damages of any sort, regardless of the legal grounds, shall be excluded unless the damage has been caused intentionally or by gross negligence. Our obligation to pay compensation for damages attributable to us in accordance with the above provision shall be limited to three times the purchase price.

If the Purchaser demands that the warranty work be completed at a specific location, then we can satisfy this requirement, whereby parts falling under the warranty shall not be charged, but working hours and travel expenses shall be billed at own standard cost rates. No liability shall be assumed for normal wear and tear. Non-compliance with our usage instructions and changes in the product not corresponding to the original specification shall invalidate all warranties. We shall only be committed to making the repairs or substitute delivery if the customer has met their contractual obligations.

Claims against us cannot be transferred without our written consent and can only be asserted by the customer.

§ 7 Retention of title

We shall retain ownership of the delivered items until all of our claims against Fiege electronic GmbH have been fulfilled, regardless of the legal reason for such claims.

Processing or remodelling shall always be performed for us as the manufacturer, but without any resulting obligation on our part. If our (joint) ownership is lost due to combination, it is hereby agreed that the purchaser's (joint) ownership of the combined item shall be transferred to us pro rata. The purchaser shall retain our (joint) ownership at no charge. Merchandise, to which the seller is entitled (joint) ownership, shall be designated hereinafter as conditional merchandise.

The purchaser is authorised to process or sell the conditional merchandise in proper business transactions if they are not in default of payment. Pledges or assignment as security are not permitted. Any claims resulting from further sale or from any other legal grounds (insurance, prohibited handling) with respect to the conditional merchandise (including all current account balance claims) shall herewith be surrendered to us by the purchaser in their full scope as a precaution. The purchaser is herewith authorised to collect on claims surrendered to us in their own name to pay their invoice. Upon our request, the purchaser must disclose the surrender and provide the required information and documents.

In the case of access by third parties, the purchaser must disclose our ownership and notify us immediately. The buyer will be responsible for the costs.

In the case of customer behaviour in violation of the contract – particularly default of payment – we shall be authorised to reclaim the conditional merchandise and to demand the purchaser's surrender claims against third parties. Neither reclamation nor pledging of the reserved goods shall be deemed a withdrawal from the contract unless otherwise dictated by the Consumer Credit Law.

§ 8 Payment

Unless otherwise agreed on in writing, our invoices shall be payable immediately and in full.

Notwithstanding any conflicting provisions of the Purchaser, we have the right to set off payments against existing debts of the Purchaser and to assign the payment first of all to the costs, then to the interest and last of all to the main debt.

If the purchaser should fall behind in their payments, then we shall be entitled, starting with the corresponding date, to charge interest in the amount of 5 % over the current discount rate of the German Bundesbank.

It is herewith agreed that we can charge a flat-rate administration fee of 10.00 € for every reminder which is charged to the purchaser.

If the purchaser does not fulfil their payment obligation, in particular if a check bounces or their payments are stopped, or when other

circumstances become known which cause doubts about the purchaser's creditworthiness, then the entire remaining debt shall be made due, even if we have accepted checks. Apart from that, we shall be authorised in this case to demand advance payments or securities.

The purchaser is not entitled to compensation, retention or reduction, even when complaints or counter-claims have been made, unless the counter-claims have been legally determined or are undisputed.

§ 9 Property rights and copyrights

The purchaser shall be obligated to notify us in writing without delay if they become aware of a violation of commercial protection rights or copyrights by one of the products delivered by us. We shall regulate such claims and defend the purchaser against claims by the holder of the rights at our own cost if the violation was directly caused by one of our delivered products. We always make an effort to grant the customer the right to use the product. If this is not possible under economically reasonable conditions, then we may at our own discretion modify the product so that the protection right is not violated or redeem the product and reimburse the purchase price with the deduction of any damage caused by use.

If the purchaser has changed a product delivered by us or integrated it in a system or if we have designed the product at the request of the customer in a way that results in violations of the protection laws, then the purchaser shall be obligated to defend against any claims against us by the owner of the violated right and to release us from such claims.

Our products and the associated documentation are intended for the purchaser's own use. The purchaser shall not make products or documentation accessible to third parties without our prior written consent. Copies may only be made for the purpose of archiving, as a replacement or for trouble shooting. We shall assume no liability or replace costs for such copies.

To the extent that the originals bear a copyright statement the buyer is bound to attach this statement to any copies.

§ 10 Place of fulfilment and jurisdiction

The place of fulfilment is Weinheim.

To the extent that the purchaser belongs to the group of people designated in § 24 AGBG, the place of jurisdiction shall be Weinheim.

This contract is governed exclusively by German law. It shall apply for these terms and conditions and for all of the legal relationships between us and our contractual partner.

The enforcement of the "Uniform Law on the International Sale of Goods (EKG)" and the "Uniform law governing the conclusion of international purchase contracts for the sale of goods (EAG)" is expressly excluded.

§ 11 Partial invalidity

Should individual provisions of these General Terms and Conditions be or become invalid, ineffective or contestable, then this shall not affect the validity of the remaining provisions. The affected provisions must be formulated or modified in a way that the intended economic goal is attained as closely as possible in a permissible manner. This applies accordingly for gaps requiring supplementation.

Dated July 2015