

General Terms and Conditions of UNlelectronic Vertriebs GmbH Steinbrinksweg 25, 31840 Hessisch Oldendorf

NB: THE GERMAN VERSION PREVAILS.

§ 1 General terms and conditions

Our entire sales, deliveries and services, including in the future, are subject to the terms and conditions stated below. All deviations from these terms and conditions as well as any side agreements require our written confirmation in order to take effect. We explicitly reject any contradictory general terms and conditions. These will not be recognised even if we do not explicitly reject upon receipt. The buyer recognised the sole validity of our delivery and installation conditions, even when they refer to their own terms and conditions.

§ 2 Offers, Offer Documentation

Our offers are non-binding. Contractual obligations with us come into effect only after written confirmation of contract by us. Verbal confirmations by our employees and representatives our only binding for us where they have been explicitly confirmed by us in writing. Where an order by a buyer is considered an offer under § 145 BGB (German Civil Code), we can accept it within a period of 4 weeks.

§ 3 Delivery Deadlines/Delays

1. The observance of deadlines for deliveries and services assumes the timely receipt of all documents required from the buyer, necessary permissions and releases, especially of plans as well as the observance of the agreed payment conditions and other obligations placed upon the buyer. If these are not fulfilled within the appropriate timeframe; this does not apply when the delays are caused by us.
2. If non-compliance with the deadlines are caused by acts of God, such as mobilisation, war, unrest, terror or similar events, e.g. strikes, lockouts, commensurate extensions to the deadlines are made.
3. Should we experience delays, the buyer can claim a reduction of 0.5% per week, but no more than 5% of the price for those parts of the delivery which could not be put into operation due to the delays. This is subject to the buyer being able to prove that they experienced a loss as a result of the delays.
4. Claims for compensation by the buyer due to delays in delivery and instead of the services which go beyond the limits set down under no. 3, are excluded in cases of delayed deliver, even after the delivery deadlines set by us have passed. This does not apply in cases of intent, gross negligence or due to violation of life, the body or health where liability is mandatory; the above rulings do not constitute any change in the burden of proof to the disadvantage of the buyer. The buyer may only rescind the contract if we are responsible for the delay of the delivery.
5. The buyer is required to inform us upon our request and within a reasonable deadline, whether they intend to rescind the contract due to the delivery delays and/or whether they demand damages instead of the services or whether they insist on delivery.
6. If shipment or delivery are delayed by more than a month upon request by the buyer after they have been notified of readiness for dispatch, the buyer can be charged storage fees of 0.5% of the price of the goods to be delivered for each month of part thereof; however, the maximum charge is a total of 5%. Proof of higher of lower storage costs remain unaffected.

§ 4 Retention of Title

1. We retain the title to all delivered goods until all claims against the buyer resulting from the business relationship including claims arising in the future as well as from simultaneous or later contracts have been settled. This also applies when individual or all claims have been added to a current invoice by us and the balance has been indicated and recognised.
2. The buyer is only authorised to resell the reserved goods in the orderly course of business because they have already assigned to us all claims against the purchaser or a third party, which result from the resale. If the reserved goods in unprocessed state or following processing or blending with other goods which are the sole property of the purchaser are sold, then as of now the purchaser assigns to us the full amount of the claims resulting from the onward sale. If the buyer sells reserved goods – following processing/commingling – together with goods which are not the property of the purchaser, then as of now the purchaser assigns to us all claims resulting from the onward sale in the amount of the value of the reserved goods with all ancillary rights and precedence before the remainder. We accept the assignment. In order to claim these demands the buyer is also entitled to collect these claims after this assignment. Our authorisation to collect the receivables ourselves remain unaffected; however, we undertake not to collect the receivables as long as the buyer fulfills his payment and other obligations. We can demand that the buyer discloses to us the assigned claims and their debtors, that that release all information relevant to make our claim, hands over all documents relating to the transaction and that they inform the debtor of the assignment.
3. Any further processing of the reserved goods is affected by the buyer for us without any obligations for us resulting therefrom. If the reserved goods have been processed, combined, mixed or blended with other goods which do not belong to us, we are entitled to co-ownership share of the new product in the ratio of the value of the reserved goods to the processed goods at the time of processing, combining, mixing or blending. Should the buyer acquire sole ownership of the new goods, the buyer and we are in agreement that the buyer grants us co-ownership in the ratio of the value of the processed, combined, mixed or blended reserved goods and stores these for us without charge.
4. Should liability accrue to us in relation to the payment of the purchasing price by the buyer, the reservation of title as well as the underlying claims from the delivery of goods will not expire before the bill of exchange is discharged by the purchaser as drawee.
5. If the value of the existing securities exceeds the claims to be secured by more than 20% we are obliged to release the securities upon demand by the buyer.

§ 5 Liability for Material Defects

We are liable for material defects in the following ways:

1. Those parts or services which show material defects within the statute of limitation – irrespective of the hours of operation – are to be repaired free of charge, replaced or provided again, if their cause was already present at the time of the passing of risk.
2. Material defect claims expire after 12 months. This does not apply to the extent that law prescribes longer periods according to §§ 438 para. 1. no. 2. (buildings and items used for a building), 479 para. 1. (right of recourse) and 634 a. para. 1. no. 2. (structural defects) BGB (German Civil Code).
3. The buyer is required to make us aware of material defects claims in writing without delay.
4. In case of complaints payments may be withheld by the buyer to an extent which is to an extent which is in reasonable proportion to the occurred material defects. The buyer may only withhold payment if the complaint has been made over the justification of which there can be no doubt. Should an unjust complaint have been made, we have the right to demand compensation for the incurred expenses from the buyer.
5. We must always initially be given the opportunity to render subsequent performance within a reasonable period.
6. Should the rectification fail the buyer can resign from the contract or to reduce the remuneration - regardless of any claims for damages under § 7.
7. Defect claims do not apply in cases of marginal deviation from the from the contractually agreed quality, in cases of insignificant impairments of the usability, natural wear and tear or damages, following passing of risk, caused by incorrect or negligent handling, excessive stress, unsuitable operating equipment, faulty construction work, unsuitable subsoil or because of special external influences not assumed under the contract as well as unreproducible software errors. Should the buyer or a third party carry out improper changes or maintenance work there are no material defect claims resulting from the consequences of said actions.
8. Claims on the part of the buyer for the purpose of the rectification of necessary expenses, particularly transport, road, labour and material costs, are exempt, insofar as the expenses increase because the goods are delivered to a different location than that stated at the point of completion of the contract, unless the goods were supplied to this location in line with their intended use.
9. Any claims under a statutory right of recourse pursuant to §§ 478, 479 BGB (German Civil Code; recourse by the contractor) against us can only be made insofar as the buyer has not made any agreements with their customer which go above and beyond the statutory claims for defects. No. 7 of this clause applies correspondingly in regard to the volume of the recourse claims against the supplier.
10. For further claims for compensation § 7 (other claims for compensation) applies. Further claims for the buyer or claims deviating from those laid out in § 5 against us or our subcontractors due to material defects are excluded.

§ 6 Impossibility/Contract Adaptation

1. Insofar as delivery or service are not possible the buyer has the right to claim compensation, except in cases where the impossibility has not been caused by us. However, the buyer's claim for compensation is limited to 10% of the value of the part of the delivery which could not be put into operation due to the impossibility. This limitation does not apply in cases of intent, gross negligence or due to violation of life, the body or health where liability is mandatory; the above rulings do not constitute any change in the burden of proof to the disadvantage of the buyer. The buyer's right to rescind the contract remains unaffected.
2. Insofar as unpredictable events as set out in § 3 no. 2 significantly change the meaning or content of the delivery or have a significant impact on our enterprise, the contract shall be adapted taking into account the principles of reasonableness and good faith. Should this not be justifiable from an economic stance we have the right to rescind the contract. Should we wish to make use of this right we will notify the buyer immediately upon becoming aware of the implications of the event, even when a longer delivery time has been previously agreed with the buyer.

§ 7 Other Claims for Damages

1. Claims for damages and for reimbursement of expenses on the part of the buyer, irrespective of their legal grounds, especially due to the breach of obligations resulting from the contractual relationship or unlawful acts are excluded.
2. The aforementioned provisions do not apply insofar as there is mandatory liability, for example pursuant to the German Product Liability Act, in cases of deliberate acts, gross negligence, loss of life, bodily injury or damage to health, or breach of a condition which goes to the root of the contract. Compensation for a breach of essential contractual duties is however limited to typical, foreseeable loss or damage, insofar as there has been no intent or gross negligence, loss of life, bodily injury or damage to health. The above rulings do not constitute any change in the burden of proof to the disadvantage of the buyer.
3. Insofar as the buyer is eligible for damages according to § 7, the statute of limitations for material defect claims apply according to § 5 no. 2.

§ 8 Prices

1. The price for mounting of equipment will be calculated separately. If no other agreements have been made our general list prices and rates apply at the time scheduled for the installation. In the case of prestored programmes, the buyer is obliged to let us know the user data in good time before the delivery date of the equipment. Should the buyer retrospectively change these data as well as the scope of services, these changes will be invoiced to the buyer separately in accordance with the applicable list prices. There will also be charges for the delivery and installation of the transmission system; these costs are determined by our general fixed list prices for the calculation of measurements at the time of delivery.
2. Price changes of the prices set down in the contract are permissible if at least four months have passed between the conclusion of the contract and the delivery date and if tariff basic wage of the wage agreement applicable to us or the list prices concerning the equipment to be delivered have changed. In this case we can change the prices in line with this amendment. This also applies analogously to the changes of the statutory sales tax and in case delivery of the equipment is delayed because the buyer does not heed their obligation to install the equipment in a timely manner.
3. Freight and packaging will be charge separately.
4. Prices are exempt from sales taxes. This will be invoiced in line with the relevant statutory regulation.

§ 9 Transfer of Risk/Receipt/Partial Delivery

1. The risk is transferred to the buyer in case of freight-free delivery in the following manner:
 - In case of deliveries without installation when they were brought to shipment or picked up. Upon request by the buyer we will insure the delivery against the usual transport risks. The buyer shall bear the costs.
 - In case of deliveries with installation on the day of receipt in the own company or, if agreed, following a fault-free trial run.
2. If shipping, delivery, the start, the implementation, the installation, the acceptance in the buyer's company or the trial run are

delayed for reasons to be justified by the buyer or of the buyer experiences acceptance delays for other reasons, the risk is transferred to the buyer.

3. The customer must not refuse acceptance of any deliverables for insignificant defects.
4. Partially deliveries are permissible.

§ 10 Lump-Sum Compensation at Non-Acceptance

Should the buyer refuse acceptance of the order services and we have set them a reasonable deadline in writing for the acceptance of our services, we can demand lump-sum compensation in lieu of completion of the contractual obligations which amounts to 20% of the order value. Both parties reserve the right to prove that a significantly higher or significantly lower or no damages have been incurred. These provisions concerning lump-sum calculations of the damages also apply in case of the buyer's insolvency when the liquidator exercises the right not to comply with the contract.

§ 11 Payment Conditions

1. Payments without deduction are due as follows:
 - In case of contracts up to a value of EUR 5,000.00 net cash after delivery.
 - In case of contracts of a value above EUR 5,000.00 and a delivery deadline of up to 3 months 1/3 of the order value when the contract is concluded and the remainder upon delivery.
 - In case of contracts of a value above EUR 5,000.00 and a delivery deadline over 3 months 30% each at the point of conclusion of the contract, after expiration of the first third of the planned delivery time and after expiration of the second third of the planned delivery and the remainder at the time of delivery.
2. We can only accept drafts and cheques only in lieu of formal payment. We only accept drafts by prior written agreement.
3. The buyer may only offset due claims for the payment when their counterclaims have been declared legally valid or have not been contested by us. The withholding of payments by the customer on grounds of counterclaims from other contracts are exempt.

§ 12 Ownership and Copyright to Documents

We retain the ownership and copyright to technical documents, images and drawings which have been made available to the buyer. The buyer is not authorised to make these documents available to unauthorised third parties. Should the buyer violate these obligations or to put the documents to any other unauthorised use, we can demand that they be returned to us.

§ 13 Rights to Programmes

With programmable logic systems the programme processing facility, the programme storage media as well as the programmes for the agreed technical features are part of the scope of contract. The programme processing facilities and the programme storage media become the buyer's property along with the other parts of the system. Where there is no separate invoicing the buyer has the right to use the system or the programmes (hard- and software) for the agreed services as well as the agreed scope of service for operating the telecommunications system. We maintain all rights to the programmes; the buyer expressly does not have the right to reproduce the programmes, or change or make them available to unauthorised third parties. If the system is resold only the aforementioned rights regarding the programmes are passed on from the buyer to the new buyer; all other rights to the programmes remain with us.

§ 14 Making Available of Rooms

The buyer makes available suitable rooms for the system, comprising a mains connection and recreation rooms in compliance with the legal requirements for our installation staff.

§ 15 Place of Jurisdiction and Fulfillment, Effectiveness

1. For all current and future claims resulting from the business relationship with the business people as defined by the German Commercial Code (HGB), legal entities under public law or public-owner special assets including claims for bill of exchange and cheque receivables the place of jurisdiction - notwithstanding our right to institute legal proceedings at any legal venue - the court of jurisdiction is agreed to be our company's seat.
2. Unless specified otherwise in the order confirmation, the registered office of our company's seat is the venue of jurisdiction.
3. Invalidity of specific items and regulations of these conditions do not as a consequence render other conditions or the entire contract invalid.

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**Garantiebedingungen
der Firma UNIElectronic Vertriebs GmbH
Steinbrinksweg 25, 31840 Hessisch Oldendorf**

UNIElectronic Vertriebs GmbH (im folgenden UNIElectronic) garantiert dem Käufer seiner Produkte (im folgenden Kunde), dass die gelieferten Produkte unter normalen Betriebsbedingungen frei von Material- und Verarbeitungsfehlern sind.

Garantieleistungen

Für die Produkte gilt eine Garantie von 24 Monaten.

Kunden, die einen Garantieanspruch erheben, müssen die Originalrechnung mit Seriennummer als Nachweis für den Kauf des Neugerätes vorlegen. Ist der Kunde nicht mehr in der Lage diesen Beleg zu erbringen, wird das auf dem Gerät angeführte Baudatum zur Berechnung der Garantiedauer herangezogen.

Falls das Produkt während der Garantiedauer einen Mangel aufweisen sollte, ist das Gerät zwecks Reparatur an UNIElectronic einzusenden. **Ein Garantievorersatz ist ausgeschlossen.**

Der Transport geschieht auf Gefahr des Absenders. Die Kosten für Einsendungen an UNIElectronic trägt der Absender. Aufwendungen gleich welcher Art werden nicht erstattet. Die Kosten der Rücksendung trägt UNIElectronic.

Die Beseitigung des Fehlers erfolgt nach Wahl von UNIElectronic durch Reparatur oder Austausch. Ausgetauschte Teile und Geräte gehen in das Eigentum von UNIElectronic über. Weitere Ansprüche gegen UNIElectronic, insbesondere auf Rückgabe der Ware gegen Kaufpreiserstattung, Kaufpreisminderung oder Schadensersatz werden hierdurch nicht begründet.

Wird das Gerät in den ersten **24 Monaten** ab Kaufdatum aufgrund von **nachgewiesenen Fabrikations- oder Materialfehlern** schadhaft, so behebt UNIElectronic diesen Fehler **ohne Berechnung** gemäß den hier beschriebenen Bedingungen. Die kostenlose Fehlerbeseitigung durch UNIElectronic bedeutet weder eine Verlängerung noch einen Neubeginn der 24-Monats-Frist.

Garantieausschlüsse

Die Garantie deckt lediglich Material-und Verarbeitungsfehler eines von UNIElectronic in den Verkehr gebrachten Produktes ab. Garantieleistungen sind bei Defekten oder Fehlern, die UNIElectronic nicht zu vertreten hat, ausgeschlossen. Das gilt insbesondere bei:

- a) Schäden und Verlusten, die durch das Gerät oder seinen Gebrauch entstehen, sowie Schäden, die auf lokale Verhältnisse, wie Fehler in der Installation, Brand, Blitzschlag, äußere Gewalteinwirkung, Feuchtigkeit, etc. zurückzuführen sind,
- b) falschem Gebrauch, Missbrauch oder einem anderen Verschulden des Kunden oder eines Dritten, insbesondere bei Nichtbefolgen der in der Bedienungsanleitung beschriebenen Instruktionen,
- c) unwesentlichen Fehlern oder Abweichungen in der Beschaffenheit des Produkts, die für Wert und bestimmungsgemäßen Gebrauch des Gerätes unerheblich sind,
- d) Fehlern oder Schwankungen der elektrischen Stromversorgung oder anderer Umgebungsbedingungen,
- e) anomalen Betriebsbedingungen, einschließlich Rauch (z.B. Tabakrauch), Feuchtigkeit, Staub, Eindringen von Flüssigkeiten etc.,
- f) höherer Gewalt, Feuer, Überschwemmungen, Gewaltakten oder ähnlichen Vorkommnissen,
- g) Schäden durch Eingriffe von Personen, die von uns hierzu nicht autorisiert sind,
- h) Batterien und Akkumulatoren, einschließlich Folgeschäden durch den Gebrauch von überalterten oder defekten Batterien bzw. Akkumulatoren,
- i) Fehler jeglicher Art an oder durch Zubehörteile/n oder Komponenten (ganz gleich, ob sie von UNIElectronic geliefert wurden), die nicht Bestandteil des Produktes sind, das durch diese Garantie abgedeckt ist,
- j) Geräte, bei denen die Fabrikationsnummer entfernt oder zerstört worden sind,
- k) Verschleißteilen (z.B. Bedienungselemente, Laser Pickups, mechanische Teile, die der Abnutzung unterliegen, etc) und Verbrauchsmaterial. Es sei denn, ein Mangel tritt innerhalb der ersten sechs Monate ab Kaufdatum auf,
- l) Geräte, die gewerblich genutzt werden.

Stand 06.2013