

## General Terms and Conditions

### § 1 General provisions – definitions

These General Terms and Conditions shall be applicable for all current and future business relationships with other companies. The statutory provisions shall apply for business relationships with consumers.

With regard to these General Terms and Conditions, companies shall be defined as natural persons, legal entities or incorporated companies which engage in business relationships in their role as a commercial entity or self-employed individual.

With regard to these General Terms and Conditions, consumers shall be defined as those engaging in business relationships not related to their self-employment or commercial activities.

Any general terms and conditions which deviate from these, even if made known, shall not constitute part of the contract unless their validity is expressly confirmed in writing.

### § 2 Conclusion of a contract

Our offers are subject to change. We reserve the right to make reasonable technical changes.

The submission of an order for goods by the customer shall constitute a binding declaration of intent to purchase said goods. We reserve the right to accept a contract offer within an order within two weeks after we have received it.

Acceptance of the contract offer can be effected in writing or by the delivery of the goods to the customer.

The conclusion of the contract is subject to the correct and punctual delivery to us by our suppliers. This shall only apply insofar as we are not responsible for any non-delivery or, in particular, if a corresponding hedging transaction has been concluded with our supplier.

The customer will be informed of the unavailability of the goods and/or services without delay. Any payments made will be returned without delay.

### § 3 Reservation of title

We retain title to the goods until we have received all of the payments due us from an ongoing business relationship.

The customer is obligated to take good care of the goods. Insofar as maintenance or inspection work is necessary, the customer is to carry this out at their own cost on a regular basis.

The customer is not granted a transferable usufructuary right. The customer is obligated to inform us without delay in the event that a third party is given access to the goods, in the event of seizure, if the goods are damaged in any way or if they are destroyed. The customer is to inform us of any change in ownership of the goods or in the residence of the customer without delay.

In the event that the customer breaches the contract, in particular with regard to delayed payment or violation of the obligations pursuant to Item 3 and Item 4 of this provision, we shall have the right to withdraw from this agreement and to demand the return of the goods.

### § 4 Payment

The purchase prices which have been offered are binding and do not include VAT. In the event that the purchased goods must be shipped, a shipping fee will be levied in addition to the purchase price.

The customer is obligated to remit the remaining amount within the term payment indicated on the invoice. If the customer has not paid by the end of this period they shall be considered to be in arrears. When the customer is in arrears, interest will be charged on the payment due at a rate which is 8% above the base rate. We reserve the right to demonstrate and claim greater damages resulting from delayed payment.

In the case of SEPA-direct debit the 14 Day term for the pre-announcement of collecting will be shortened by one day.

The customer shall only be entitled to any set off in respect of outstanding debts against moneys owed them if their counterclaims have been ascertained in a legally valid form or have been accepted by us.

The customer may exercise a right of retention only if their counterclaim is based on the same contractual relationship.

### § 5 Passing of risk

The danger of accidental loss, destruction or deterioration of the goods is transferred to the purchaser when the goods are delivered, or, in the event the goods are shipped, with delivery of the goods to the forwarding agent, carrier or other person or agency engaged to carry out shipment.

The goods shall be considered to have been delivered even if the purchaser is delayed in taking possession.

### § 6 Guarantee

In the event of faulty goods, we reserve the right to rectify the fault either by repairing the goods or by a replacement delivery.

Should the subsequent performance be unsuccessful, the customer shall have the right to choose between reducing the payment owed and withdrawing from the contract. In the event that the contractual breach is minor, particularly in the event of minor faults, the customer shall not have the right to rescind the contract.

Notice of any obvious defects must be given in writing within two weeks of the receipt of the goods. Failing this, no guarantee claims will be permissible. The notification will be considered to have been on time as long as it is sent within this two-week period. The full burden of proof with respect to any and all requirements to be met for asserting the claim, notably the defect itself, the time of identifying the defect and the timeliness of the complaint shall lie with the business customer.

If, in the event of legal or material defect, the customer chooses to rescind the contract, they shall have no claim to damages on account of the defect. If, after the unsuccessful subsequent performance, the customer chooses to claim damages, the goods will remain with the customer if this is reasonable and acceptable.

The damages shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply if the breach of contract is the result of malicious intent on our part.

The warranty period shall be for one year after the delivery of the goods. This shall not apply if the customer has not notified us of a fault in a timely manner pursuant to Item 3 of this provision.

Our product specifications shall constitute the sole basis for determining the quality and condition of the goods.

Public statements, claims and advertising shall not constitute any contractual basis for the quality and condition of the goods.

If the customer receives faulty installation instructions, our sole obligation is the provision of fault-free installation instructions, and this obligation exists only insofar as the faulty installation instructions would impede proper installation.

The customer does not receive any guarantee from us in a legal sense.

### § 7 Limitation of liability

In the event of minor breaches due to negligence, our liability is limited to the average foreseeable direct damages which could be expected for this contract and this type of goods. This is also the case for minor breaches due to negligence on the part of our legal representatives or vicarious agents. We shall not be liable for breaches of non-material contractual obligations resulting from minor negligence. These liability limitations do not apply to customer claims resulting from product liability, nor do they apply to any injuries to life, body or health for which we are culpable.

The statute of limitations for claims arising from faults is one year after the delivery of the goods. This does not apply if we are guilty of gross negligence or in the event that we are culpable for injuries to life, body or health.

### § 8 Additional special conditions for the purchase of software

1. The object of the contract is the computer program hereinafter referred to as the software. Software and updates are basically provided by download from the Internet. Although we take the greatest possible care, with current technology it is not possible to produce software that is able to function without any errors under all conceivable circumstances. As a result, the object of the contract shall only be construed as software which fundamentally functions as defined in the description and instructions. The description of the software does not constitute a guarantee of any particular characteristic in a legal sense. The description of the software does not constitute any legally binding guarantee of particular characteristic. The product description constitutes the only contractual agreement with regard to the quality and condition of the software. Public statements, claims and advertising shall not constitute any contractual basis for the quality and condition of the software. The software shall not be considered defective in a legal sense if it functions on a recommended hardware system in a manner materially corresponding to the documentation supplied.
2. The software is copyrighted. For the length of the contract we provide the purchaser with the simple, non-exclusive right to operate the software on one computer. A maximum of one machine-readable backup copy may be made. This backup copy must contain the copyright notice, as well as any other references to legally protected rights which are also contained in the original. The simultaneous utilisation on numerous devices, the creation of copies for purposes other than backups, passing the software on to a network or via data transmission are all prohibited. The performance of any of these actions without our express permission constitutes copyright infringement and can result in civil and/or criminal penalties. Insofar as you have purchased a network version of the software, it is permissible to save the software onto a data storage medium such as a network server and for the authorised number of individuals to use this software. If you have purchased a multi-package licence, you are entitled to use this software up to the specified quantity as stated in the contract. You are not authorised to modify, translate, reverse engineer, decompile, or disassemble this software. In addition, it is forbidden to reproduce the written materials included with the software or to create derivative works based on same. The software may not be exported to countries where this is forbidden by D export control legislation and its relevant provisions.
3. If you purchase an update of an earlier version of our software, this update will be made available to you on the basis of a licence exchange. By installing and utilising the update, you forfeit your right to the utilisation and transmission of the previous version of the software.

### § 9 Final provisions

The laws of the Federal Republic of Germany shall apply. The regulations of the UN Convention on Contracts for the International Sale of Goods is hereby excluded. The contract language is German and in exceptional cases English. The German language is the language of the interpretation of the text in all documents.

If the customer is a business person, legal entity under public law or a public special fund, the exclusive venue for any disputes arising out of this contract shall be our principle place of business. The same applies in the event that the customer has no general jurisdiction in Germany or that their place of residence or usual abode at the time of commencement of an action is not known. Should any of the provisions of the contract with the customer, including these General Terms and Conditions, be or become ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby. The provision which is ineffective in whole or in part shall be replaced by a provision which approximates as closely as possible the economic intention of the invalid one.

Cologne, 09 May 2017

This document is an English translation of our original General Terms & Conditions ("Allgemeine Geschäftsbedingungen") dated 09.05.2017 in German. This English translation is solely for information purposes. We take no responsibility whatsoever for its correctness. In the event of any discrepancies or anomalies of any kind arising between the German and English versions the German version shall in any event and under all circumstances take precedence over the English version.