General Terms and Conditions of Trading

of MEDER CommTech GmbH

The General Terms and Conditions consist of Part A, as well as Special Conditions for individual services (Part B-E) which apply to these services always with a priority, other services are secondary.

Part A – General Conditions

1.Area of Validity

1.1 Our general Sales and Delivery conditions (General Terms & Conditions) apply exclusively. We do not acknowledge the customer's conditions to the contrary, with the exception of us having agreed to them in writing. The General Terms & Conditions apply even then, when we know about the customer's conditions and carry out delivery unconditionally.

1.2 All agreements between us and the customer made at the time of contractual negotiations or agreements that are important for the execution of the completed main agreement, are noted down in written form here in this contract. Other agreements not mentioned here, have not been made. Additional verbal agreements are only valid with our written confirmation. The duty of proof lies with the customer who needs to show that any additional agreement is valid in spite of having waived written confirmation.

1.3 Our Terms and Conditions are valid solely concerning entrepreneurs, unless stated otherwise in the Special Terms & Conditions (Part B).

An entrepreneur is a natural or legal person or a company that is recognised at Law and acts as such whilst carrying out their trading or self-employed profession, at completion of a legal transaction (§ 14 BGB). An entrepreneur, in line with our Terms & Conditions is also a legal person of Public Law and a publicly-legal body (special fund).

2.Offer, Offer Documents

2.1 The order, signed by the customer, is a binding offer. We are within our rights to accept this offer within two weeks. If we have not confirmed the order within two weeks, the customer's offer of treaty making is deemed as rejected. The written or verbal order confirmation counts as acceptance of the order, also the sending of an invoice or the complete or in part carrying out of delivery of the ordered goods.

2.2 Our offers, in particular also those assertions made in price lists, brochures and offers which belong to the offer, such as pictorial displays, drawings, descriptions, weight and measurement listings, service and usage data, as well as assertions as to the usability of appliances are subject to change, insofar as there are no other assertions in the order confirmation, pertaining our offer. The statements in the cited documents are only approximately authoritative, insofar as they are not expressly bindingly offered in writing by us. Minor divergences from such product-describing statements are deemed as authorised and do not touch the completion of the contract, insofar as the divergence is sufferable to the contractual partner. This applies especially in the case of changes and improvements which serve technical advancement.

2.3 We reserve our owners' and initiators' rights to pictorial images, drawings, calculations and all other offer documents.

3. Remuneration, Payment Modalities, Set-off Exclusion Clause and Repayment Conditions

3.1 All payments are to be made exclusively to us. Our representatives/distributing partners have no power to enter into contract and have no powers for collection.

3.2. The prices to be paid by the customer or the payment to be made for the agreed services and/or in-part services are obtained from the price list valid at that time. Older price lists lose their validity once a new price list has come into power.

3.3 Prices are in EUROS. The prices are understood to be straight from the factory, if there are no special agreements in place which apply, in addition to the costs for packaging and insurance, as well as customs fees and any extra charges. All prices are basic prices with the current rate of VAT valid at the time of contract completion, still to be added on, if not stated differently in writing.

3.4 The agreed amount is to be paid. In case the price has changed at time of service supply due to a change in the market price or increase of prices of service supplies by third parties, the higher price applies. If the price is 20% or more above the agreed price, the customer has the right to rescind the contract. This right has to be asserted without delay after communicating the higher price.

3.5 The granting of a deduction for cash payment needs to be agreed in writing. For payments with a bill of exchange there is no discount granted.

3.6 Bills of exchange, cheques and remittances are not deemed as conclusive payment until they show up in our account balance. Any additional costs which are generated by this payment method are to be borne by the customer. This applies particularly to bank charges which are incurred by insufficient funds in the customer's account. Also, we have the right to charge the customer a fee of € 25 plus VAT for administrative efforts made on our part due to the inability to cash a cheque or bill of exchange, re-submitting of a cheque or bill of exchange, unless the customer proves that there has been no administrative work necessary on our part or that the effort made was less than that claimed.

3.7 We are entitled to charge a general fee of € 15 plus VAT for every reminder letter sent out by us.

3.8 If not stated otherwise in the offer confirmation, our invoices are payable within 20 days after delivery of the goods or entry of the default in taking delivery, without any discount. After completion of 14 days since delivery, default in taking delivery applies to the customer; no separate reminder letter is necessary. Interest in arrears is being charged at a rate of 8% above the applicable basic interest rate. We reserve the right to charge higher damages fees for delays. In case we assert this right, the customer has the opportunity to prove to us that the asserted damages for delays were not applicable or if so, to a much smaller amount.

3.9 If the customer is late in paying an invoice in whole or part for longer than 30 days or the application has been opened to declare him/her insolvent, we are entitled to deem all demands for payment as due immediately, to hold back all deliveries and services and to assert all rights pertaining from the property owner's rights, according to § § 449, 323, 985 BGB. This does not affect our other rights.

3.10 The customer is only entitled to set-off if his/her contested claims have been legally established, uncontested or acknowledged by us. Due to contested claims, he/she has no right to the retention of goods.

3.11 Payments received are firstly used for interest charges and costs, next they get credited to the oldest invoice that is outstanding at that time. This also applies if the customer asserts a different condition.

4. Delivery Scope

4.1 Our written confirmation is the decisive factor for the extent of the delivery. In case of an offer which is binding to a particular point in time and timely acceptance of goods, the extent of the delivery is determined by the offer, insofar as no just- in-time order confirmation exists. Additional agreements and modifications require our written confirmation.

4.2 Part-deliveries are acceptable, insofar as this is deemed sufferable by the customer. Each part-delivery counts as independent service in this case.

5. Delivery Time, Delivery Hindrances, Delivery Breach

Rescission due to non-availability

5.1 Agreed deadlines for delivery, development and production or other such deadlines are only binding for both partners if they have been explicitly confirmed to be binding. The start of the delivery time notified by us takes the clarification of all technical matters and the timely and orderly completion of the responsibilities of the customer as a given insofar as there has been no other agreement.

5.2 In case we are not able to deliver in time due to acts of God or other circumstances for which we are not responsible, the delivery deadline is extended for the duration of these events.

5.3 At non-ability to provide services in the sense of clause 5.2 above, not exceeding two months on both sides, at breach of the delivery date by us or due to other reasons not mentioned in 5.2, only the customer is entitled to rescind the contract regarding the outstanding delivery.

Insofar as no binding delivery deadlines have been agreed in the main contract, it is understood that there has been a written reminder to the customer and a new deadline of at least 14 working days has been set. This does not apply in the cases of § 323 II, IV BGB and if an agreement for a fixed trade purchase exists.

5.4 Insofar as no specific delivery date has been assured by us, the customer can demand delivery by us 10 days after exceeding the non-binding delivery deadline. With receipt of the demand, we get into culpable delay. In case the customer has the right to regress due to a delivery delay, given minimal breach of the duty of care on our part, this is limited to 10% of the agreed purchase price at most. If the customer wants to additionally rescind the contract and/or demand payment of damages instead of the services, he/she is required to set us an acceptable deadline after the completion of the 10-day deadline to deliver or provide a service. Damages can by the way only be demanded if lawful conditions exist in accordance with the following terms in clauses 9-10.

5.5 In case of non-availability of the promised service which was not foreseeable at time of completion of the contract, we are entitled to rescind the contract.

We are liable to inform the customer immediately about non-availability and to refund the service charges to the customer. In case the non-availability was not foreseeable at time of contract completion, our liability is excluded in the same way as applies to minor breaches of the duty of care with regards to recognition insofar as damages caused are not about at least recklessly caused damages pertaining to the harming of the life, the body, the health or a meaningful contractual obligation (cardinal obligation).

6. Danger Transferral

6.1 The danger passes on to the customer, as soon as the delivery/part-delivery is given to him/her or the person carrying out the transport or it has left the production hall or our storage rooms for sending out. This applies explicitly to part-deliveries and for the case that we have agreed to provide other services, e.g. one-off sending out, assembly or similar things.

6.2 In case the delivery is ready to be sent out and the sending out or taking charge of the goods gets delayed, due to reasons we are not responsible for, the danger passes on to the customer at time of indication of readiness to be sent out.

7. Delay in taking charge of the goods, payment of non-acceptance of goods damages

In case the customer without entitlement to do so, does not take charge of the goods or he/she rescinds the contract, we are entitled to demand the refunding of the extra costs incurred as well as the cost of unsuccessful delivery and sending back goods, storage and maintenance of the delivery. We can choose to be entitled to demanding a costs-incurred fee in the region of 3% of the overall order value, excluding VAT, for the extra costs caused by the customer. Furthermore, after fruitless passing of the sensible new deadline set by the customer, we are entitled to rescind the contract and/or to claim damages instead of the services in the region of a general fee of 25% of the order value, excluding VAT.

7.2 It is explicitly granted to the customer to provide proof that damages have not in fact occurred or that the damages have been significantly lower than the general fee charged. We are granted provision of proof that we have incurred greater damages.

8. Investigation Duty and Complaints Duty

8.1 The customer is to check out the goods immediately after taking on delivery, insofar as this is practicable in line with ordinary business practices. If a fault shows up, this needs to be indicated to us precisely and without delay.

8.2 The complaints deadline according to clause 8.1 is a maximum of 5 working days. The decisive factor is our receipt of a written complaint (a fax is acceptable). If the fault appears later, this needs to be indicated to us immediately, at the latest within 5 working days after the discovery of the fault. At the same time as making the complaint, the date of the discovery of the fault has to be proven to us.

8.3 For part-deliveries, these terms apply from the time of carrying out of the part-delivery onwards.

8.4 The liability for faulty goods claims as well as the right to damages payments of the customer fall by the wayside, insofar as he/she does not take care to fulfil the duties described in clauses 8.1-8.3.

8.5. The object(s) of the complaint made have to be re-sent to us by the customer orderly, with postage paid, in the original packaging or in one of similar quality.

8.6 Complaints do not entitle to waive the duty of timely (as per contract) payment of goods and do not entitle the customer to make pay decreases. The rights of the customer according to § 9 remain untouched at timely indication of the complaint.

9. Fault remedial guarantee, damages payments in material fault cases

9.1 The claims made in catalogues, leaflets, round robins, advertisements, pictorial images and comparable public claims about services and properties, prices and suchlike remain subject to change, insofar as they do not explicitly become part of the contract.

9.2 In case of the appearance of faults, we are either entitled to the removal of faults or to the substitution of delivery, according to our own choosing. For remedial action, there is a deadline of 15 working days for us. Insofar as this is sufferable to the customer, we are entitled to carry out three remedial actions.

9.3 Insofar as we are not responsible for the fault, we can refuse the fulfilment of remedial action (substitution delivery or repair) to the client due to it not bearing relation to the costs if the remedial costs exceed the value of the fault-free goods by 150%. The same applies if the remedial action costs exceed 200% because of the existing depreciation caused by the fault.

9.4 Does the remedial action fail, the customer can generally, according to his/her choosing, demand a decrease in payment or rescission of the contract. If there is a minor contractual non-fulfilment, the customer is not entitled to the right of contract rescission. He/she can claim damages instead of services at failing of the remedial actions if the terms in accordance with clause 9.6 apply.

9.5 Does the customer choose to rescind the contract due to a fault following failed remedial actions, he/she is not entitled to claim damages caused by the fault. § 325 is in thus far abandoned.

9.6 Does the customer choose to claim damages, following failed remedial actions, the goods remain with the customer, if this is sufferable to him/her. The damages claim for material defect is restricted to the difference between the purchase price and the value of the faulty item. This restriction does not apply to claims which we are liable for, pertaining to the harming of the life, the body or the health as well as other damages which lie with an intentional or grossly reckless neglect of the care of duty on our part.

9.7 If the customer takes charge of a faulty item, even if he/she is aware of the fault, then he/she is only entitled to the above claims according to § 437 BGB to the extent above if he/she reserves the right to refusal at time of taking on the goods.

9.8. If the customer takes up our services without being authorised to do so, then he/she has to stand for and refund all costs connected with the investigation of the goods, insofar as he/she has done so light-heartedly, grossly reckless or intentional. The costs are at a general rate of 1% of the value of the goods which have been complained about, excluding VAT, at least 130,00 Euros plus VAT.

It is granted to the customer, to prove that damages have not occurred or that they are significantly lower than this general fee. We reserve the right to prove higher costs incurred.

9.9 The conferment of warranty claims to third parties is excluded. If the customer sells items delivered by us to third parties, he/she is not entitled to refer them to us because of the legal and /or contractual warranty claims.

10. Liability and Liability Restrictions

10.1 Insofar as it is not contractually ruled or regulated by the terms stated above, our liability is excluded with regards to minor reckless negligence of the duty of care, in thus far as it does not concern damages to do with our harming of the life, the body, the health or a significant contractual duty (cardinal duty) or the circumstance leading to the damage has been viciously omitted.

10.2 Insofar as we are liable for negligence in general, with the exception of the case of intentional and guilty harming of life, body or health, our liability is restricted to the foreseeable -depending on the type of goods- immediate average damages that are typical for this type of contract.

10.3 Insofar as we are liable for damages resulting from delay, the liability is restricted to up to 5% of the agreed purchase price excluding VAT. The restriction does not apply if damage to life, body or health has been caused by us recklessly neglecting the duty of care.

10.4 Our liability is excluded if the customer or a third party incompetently carry out alterations or maintenance works on the delivered goods, without our prior consent.

10.5 We are not liable for the recovery of data, except we have caused the obliteration deliberately or grossly negligently and the customer has ensured that the data that is held available in a format readable by machines can be reconstructed with an acceptable effort.

10.6 The enforceable terms of the Certain Product Liability Law remain untouched.

10.7 Further liability is excluded without taking into account of the legal nature of the staked claim. Insofar as our liability is excluded or restricted, this also applies to the personal liability of our employees, colleagues, re-sellers and aides who help us fulfil our obligations.

11. Guarantees

11.1 Insofar as nothing else emerges from our offer and nothing else is agreed contractually, we do not ensure any properties of the goods and do not give out guarantees to the customer.

11.2 Insofar as guarantees have been granted, the claims of the customer against these remain untouched.

12. Granting of Services: Deadline

The deadline for granting services is one year, starting with delivery of the goods. Damage claims of the customer due to a fault are no longer valid once a year has passed, counting from delivery of the goods or manufacturing at the factory. This does neither apply if we have acted with gross misconduct, nor for the harming of life, body or health of the customer.

This does not apply if we can be said to have acted with cunning or with intention. The deadline of the § 438 I Nr. 2 BGB remains untouched.

13. Retention of Title

13.1 We reserve the right to the retention of title for all delivered articles and materials until reception of all invoice payments for each contract respectively.

13.2 The retention of title remains intact also for our demands pertaining to the ongoing business relations until all outstanding invoices concerning the purchase have been settled. On demand by the customer, we dutifully give up the retention of title, when the customer has with certainty fulfilled all obligations which are connected to the demands made with regard to the purchase item and when for the other demands there is a suitable secureness of the business relations.

13.3 At delivery of goods, also of software, the customer is entitled to sell these on as part of an orderly daily business process. He/she already hands over all rights to us now though, to the level of the total amount including VAT which he/she stands to gain from the re-selling to his/her employees or third parties. This happens independently of the item having been re-sold without further work done to it or it having been sold following further work on it. We accept the handing over of rights.

We can demand payment ourselves if the customer gets into payment arrears or if an application to open insolvency proceedings is made. The rights to all claims due to other legal reasons regarding the sold item are also handed over to us (e.g. existing insurance, unauthorised acts).

13.4 Insofar as the value of all securing rights which we are entitled to is concerned, according to the above terms, is higher than 20%, we will on customer demand, release the part that is greater, depending on our choosing.

For the case of completion of insurance against theft, breakage, fire, water or other damages for the item in question, the customer hands over the rights arising from this insurance to us already now; we accept this handing over of rights.

13.5 Assertion of the right to title retention as well as seizing of the delivery item by us, does not count as rescission of contract.

13.6 If the customer is in breach of his/her contract due to his/her actions not being in line with the contract, in particular concerning payment delays, we are entitled to collect the items in question and to enter the place of storage or usage of the goods for this purpose. Even though we will declare withdrawal from the contract before collection of the goods in question, we are entitled to ask for the goods even without requiring to see the up-front withdrawal; § 449 II BGB is insofar not applicable.

The customer waives his rights which he/she would be entitled to due to unauthorised own initiative and grants us in this case entry to the rooms/spaces where the goods in question are located.

13.7 The customer is required to treat the purchase item with due care as long as it has not yet passed on into his/her ownership. As long as he/she does not hold the title to the goods, the customer has to inform us without any delay if the delivered item has been seized or subjected to other interferences by third parties. Insofar as the third party is unable to refund us the legal costs and out-of-court costs of filing a law suit, in accordance with § 771 ZPO, the customer is liable for the costs incurred.

14. Software Rights

14.1 All programmes remain our property. Concerning programmes, documentation and subsequent additions, it is not allowed for these to be made accessible to third parties without prior written consent – not even for own use, except for a secure backup copy – they are neither to be copied, nor duplicated in any way whatsoever.

14.2 We reserve the non-exclusive, non-transferrable usage right to programmes and documentation as part thereof , as well as the right to subsequent additions which are delivered for internal own use of the goods. For programmes and documentation created as customer order and which constitute our delivery, the purchaser will have the desired amount of individual licences available to him/her as end-customer, granted to the extent of a non-exclusive and non-transferrable usage right.

14.3 Source programmes are in general not being made available. Their assignment only takes place in accordance with a separate written agreement.

15. Place of Jurisdiction, Place of Contractual Fulfilment

15.1 Insofar as the customer is a full trader, legal person of public right or publicly-legal special fund, the place of jurisdiction is the headquarter's office of MEDER CommTech GmbH at point of completion of the contract. Besides that, we are entitled to file a law suit at the headquarter's office or one of the customer's branches.

15.2 Insofar as the offer confirmation does not entail anything different, our headquarter's location is the place of contractual fulfilment.

15.3 Solely German Legal Right is applicable to the exclusion of European (UN) Trading Rights.

16. Final Terms

16.1 We store data of all our business partners and work with this data; we point this out. The customer consents to the storage of data.

16.2 In case one of our terms and conditions is or will become invalid, the other terms remain intact. In this case, the parties will make additional agreements to replace the non-valid terms which on the one hand comply with legal requirements and on the other hand reflect quite closely the purpose intended originally.

Part B – Special Conditions for the Sale of Products of Third Parties

1.Delivery, Delivery Deadline

1.1 Concerning our delivery business, we reserve the right to obtain supplies ourselves, properly and just-in-time.

1.2 At non-fulfilment of the delivery date of more than three months due to non-obtaining of supplies by us, the customer is within his/her rights to rescind the contract with regard to the delayed delivery. The other conditions according to Part A, clause 5.3 remain untouched.

2. Storage Costs

In case the sending or storage of goods is being postponed on customer request for more than one month following the indication of readiness of sending, the customer can be charged a storage fee in the region of 0,5% of the price of the material goods of the delivery, for each month that has begun, at most though to a total of 5%. The contractual partners can prove higher or lower storage costs.

3. Trading Protective Privilege, Copyright

3.1 Insofar as a third party justifiably claims rights against the customer due to an infringement of a trading protective privilege or copyright (called protective privilege here on after) by contractually used products delivered by us, we are liable to the customer as follows:

3.2 According to the customer's choice, we are obliged at our own expense either to obtain a right of usage to the particular product or to exchange the product. If a remedy in line with clause 1 is not available to us at reasonable conditions, we have to take the product back into our possession, after reimbursement of the purchase price.

3.3 The aforementioned obligations are only in force if the customer informs us of the claims made by the third party without delay and in writing. In addition, the customer needs to let us reserve the right to all defensive measures and comparative proceedings.

3.4 The Customer's claims are excluded insofar as he/she is responsible for infringement of the trading protective privilege. They are further excluded insofar as the customer has modified the product or used it in combination with products not delivered by us.

4. Guarantee

In line with our right to remedial provision according to Part A, clause 9.2, we are entitled to let the manufacturer carry out the work concerned and to send the goods to them. The deadline for remedial actions is 20 working days in this case.

Part C – Special Conditions for Repair Services

1.Prices and Quotes

1.1Prices which are given before carrying out repairs are non-binding. If the repair cannot be carried out at that cost, or additional work is necessary, the agreement of the customer has to be requested if the total costs will be exceeded by more than 50%.

1.2The customer is entitled to a quote with binding prices before repairs are being carried out. The quote is only binding if it is given in writing and explicitly is said to be binding and the customer order is made within 4 weeks after giving out the quote.

2. Prices

2.1 The prices are from the price list which is current at the time of customer order. The payment has to be made within 10 days, excluding VAT without any cash payment discount. The VAT is charged to the customer at the applicable legal level.

2.2 If the customer requires collection or sending of the contractual item, this will be done at his/her cost and at his/her own risk. The method of sending and the packaging underlie dutiful reckoning.

2.3 If the order is carried out due to a binding quote, then it is sufficient to refer to the quote, whereby additional works are to be done especially.

2.4 Insofar as the customer asks to stop a started-on repair or demands that the repair item is put back into its original state, we are within our rights to charge a suitable treatment fee.

3. Repair Deadlines

3.1 The statements about the repair deadlines arise from estimates and due to this, they are not binding, unless something different has been agreed in writing.

3.2 The repair deadline can be extended considerably if necessary spare parts for the repair are not available in time. The customer is to be informed about the delay, insofar as it amounts to more than two weeks. The rules of clauses 5.2-5.5 of the General Terms remain untouched.

4. Transport and Insurance

4.1 Repair items which are transported using transport services, are insured according to that company's guidelines.

4.2 Queries at delivery regarding completeness and transport damages are to be reported to the transport service and/or to us. A statement has to be made in writing.

5. Acceptance

5.1 A formal acceptance only takes place if this has been agreed in writing.

5.2 The acceptance counts as having taken place as soon as the customer has taken the appliance into his/her possession.

5.3 The acceptance is also deemed to have taken place as soon as the services have been completed by us, the customer has been notified of the completion of service and has neglected to collect it within 10 days, for reasons other than a fault indicated by us which renders the usage of the order item impossible or has a significant influence on its usage.

6. Right of Lien, Storage Costs, Retention of Title

6.1 We have a contractual right of lien to the order item which has come into our possession, due to our entitlements arising from the contract. The contractual right of lien can also be claimed due to outstanding debts from work carried out earlier, part deliveries and other services, insofar as they are in connection with the order item.

6.2 If the customer does not collect the appliance within 3 weeks after the second written notification hereto, we are entitled to send him/her the repair item at his/her cost and at his/her own risk.

6.3 We reserve the right to retention of title to all built-in accessories, spare parts and substitution aggregates until complete payment of all invoices has been received. In case of consolidation, we are entitled to a combined ownership percentage pertaining to the repair item, to the amount of the repair service.

6.4 Insofar as nothing to the contrary has been agreed on in writing, we have the retention of title for parts which have been removed during repair.

7. Defect Claims

Faults that occurred during work carried out which are proven to be due to faults in the material used or by improperly carried out work are remedied according to the statements in clauses 7.2-7.6.

7.2 Faults have to be queried immediately in writing, at the time of taking possession at one's own company. Insofar as a trial running has been agreed, any faults have to be reported after the trial running has not been successful.

7.3 Defect claims lose their validity one year from taking possession of the goods; this does not apply insofar as the law according to § 438 Abs. 1 No.2 and § 634a Abs. 1 No.2 BGB stipulates longer deadlines. The year starts at the point of taking possession of the goods on own company premises; insofar as a trial running has been agreed, it starts after successful carrying out of the trial running. In case the taking-over of the goods on own company premises is delayed due to reasons we are not responsible for, or the termination of an agreed trial running is delayed for more than 14 days, the defect liability is shortened by the duration of the delay.

7.4 Insofar as we let a reasonable deadline for remedial action pass by without rectifying the fault or refuse to remedy the fault and to the customer this is not deemed sufferable, the customer has the right to make a lower payment, by explanation to us as long as it has nothing to do with building services, he/she has the right to rescind the contract instead of making a lower payment.

7.5 We are only liable for faulty work carried out by personnel appointed to the task by the customer if we have advised personnel incorrectly or neglected our duty of care.

Part D – Special Conditions for Building Contract Terms

1.Building Services

To all building services including assembly, the "standard building contract terms" apply (VOB Part B) in the version valid at time of ordering of building services, insofar as the order is given by a contractual partner licensed in the business of building.

At ordering of building services by a private customer, the "standard building contract terms" (VOB Part B) only become a contractual item at special agreement and handing out of the complete texts of the VOB before contract completion.

2.Services and Deliveries excluding Building Services

For services to public contractual partners where the “standard contract terms – excluding building services” (VOL. Part B) are to be applied on part of the customer, they are valid at point of completing the contract.

3.Other Building Services

For manufacturing processes which are not building services in the sense of clause 1 or building services for which the inclusion of the standard contract terms according to clause 1 are not agreed, the terms of clauses 4-8 apply.

4.Order Acceptance

Until the point of order acceptance, all offers are subject to change. If the customer order differs from our quote, the contract in this case only becomes valid with our offer confirmation.

5.Remuneration

5.1 Once the contractual service is fulfilled by us and accepted by the customer, the remuneration according to submission of accounts without cash payment discount is to be made, insofar as it has not been agreed otherwise. Clause 5.2 remains untouched.

5.2We are entitled to part payments following building sections, depending on the appreciation incurred by the customer or due to contractual agreement.

6.Flat-rate Compensation for Damages

In case the customer cancels the contract for services before the carrying out of building work, we are entitled to charge 5% of the total order amount as compensation for damages. The customer retains the right to prove a lesser damage.

7.Miscellaneous, Copyright

7.1 We reserve the right to retention of title and copyrights regarding quotes, drafts, drawings and calculations. Without our consent, they are not allowed to be used, duplicated or made available to third parties. They are to be returned immediately in case of non-placement of the order.

7.2 Texts of invitation to tender are only allowed to be passed on to third parties after written consent. We reserve the right to invoice the customer for planning services provided by us and used by third parties.

Part E – Special Conditions for Rental

1.Item of Rental

1.1Items of Rental in the sense of these special conditions are the TourGuide and the TravelGuide (WCS).

1.2To the aforementioned items of rental, the rental conditions clauses 2-8 apply, insofar as nothing differing from this has been agreed contractually.

2.Rental Duration

2.1The agreed rental duration, as well as the return date arise from our offer and are binding for both partners. This can only be extended or shortened by mutual consent.

2.2The rental agreement is not extended automatically if the customer does not return the rental item on time. In case of a late return, we will charge the rental fee for the next rental period.

2.3Transferral or assignment of rights arising from the rental contract by the customer to non-authorised third parties, is only possible with our prior explicit, written consent.

3.Return of the Loan Item

The customer is obliged to return the loan item to us on the stated date at the latest. Sending out of the loan item takes place at the customer’s cost and own risk.

4.Handling of the Rental Item

4.1The rental item is solely to be used for such occasions for which it is deemed suitable and registered, according to its construction and method of construction. The customer is obliged to inform himself/herself insofar and to use the rental item solely within our performance limits or other values stipulated.

4.2The customer is obliged to carry out all existing security measures necessary for the safe running of the rental item and to adhere to any existing protective measures, especially in the area of industrial safety, taking note of and adhering to regulations. It is the customer's duty to find out about the existence of such security regulations before start-up of the rental item. Some kind of duty on our part, to disclose information does not exist insofar, the customer is on principle solely responsible himself/herself.

4.3The adherence to existing legal regulations and laws on part of the customer, is to be adhered to. The customer is in particular obliged to inform himself/herself about the respective, applicable national conditions for admission requirements concerning the usage of the rental item and to heed them.

4.4Aiding materials, usage materials (batteries) are to be sourced and refilled by the customer at his/her own cost. Only usage materials according to our specifications are allowed to be used.

4.5Minor maintenance work, e.g. the exchanging of batteries, is to be carried out by the customer at his/her own risk.

4.6The customer is not allowed to make any technical alterations to the rental item. The labelling, e.g. name tags, stickers and numbers are not allowed to be removed by the customer.

4.7The customer is not entitled to alter the rental item visually. In particular, lacquer, stickers and adhesive foil fall into this category.

5. Prices and Due Date

5.1The prices arise from the respective up-to-date price list. Prices are in Euros.

5.2The agreed rental prices are due for payment within 20 days after invoicing.

5.3For the duration of the rental period, we are entitled to demand a reasonable deposit. The deposit is due for payment before handing over of the loan items.

6. Defect Claims

6.1 In case technical defects of the rental item appear after the handing over of the rental item to the customer and these defects restrict the usability significantly, the customer is entitled to demand substitution delivery.

6.2 The customer has to inform us of the defect immediately.

7. Liability of the Customer

7.1 The customer is obliged to treat the rental item in the same way a knowledgeable owner, conscious of preserving its value, would do from the time of handing over onwards. In particular, the customer is obliged to the following at his/her own cost:

- to secure the rental item during outdoor use against harmful weather conditions accordingly,

-to secure the rental item against theft and vandalism at own cost accordingly.

7.2 The customer is unrestrictedly liable for all damages which occur due to negligence of his/her duty of care, according to aforementioned regulations.

7.3 The customer is liable for all damages which occur on the rental item, due to improper treatment, over-usage or mistakes made whilst operating it. The customer is liable for damages which occur due to other third parties, to the same extent without it being his/her own fault. This holds true, even if it cannot be established which person has caused the damage or the identity of the person or the damage culprit cannot be clarified.

7.4 With effect of the point in time when all our damages claims have been satisfied by the customer, we relinquish all rights to him/her which he/she may hold against third parties who are entitled to damage claims for the purpose of upholding them to the customer.

8. Our Liability

The regulations of the General Section, clauses 9 and 10 apply.

MEDER CommTech GmbH

As of June 2012