

General Terms and Conditions of Cenon GmbH

§1 Validity of the Terms and Conditions

If parts of these terms and conditions should be or become invalid, the validity of the remaining terms shall not be affected; the term which is or has become invalid shall be replaced by a term which equals the intended economic purpose legally allowed as close as possible. These general terms and conditions shall apply to all sales, deliveries, services and offers accomplished by us. They also apply to all future business relations, even without having to be expressly agreed again.

After placing the order, at the latest with the acceptance of the delivery or the service, our general terms and conditions are regarded as accepted. Any contrary agreement must be in written form and be countersigned legally binding by us. In case of a missing confirmation from us and an existing counter-confirmation from the buyer, we herewith expressly exclude the general terms and conditions of the buyer.

§2 Offers

Our offers are without obligation and subject to confirmation. Technical and optical variations from information given in brochures, catalogs, other written documents or verbal announcements remain reserved. We also reserve the right to modify models or materials etc., especially during the course of further developments. Such modifications do not justify claims against us.

§3 Delivery Times

Delivery times will be adhered to, if possible; however, we reserve the right of a certain scope. A delayed delivery does only entitle the buyer to cancel the order which is delayed, if he has granted an additional respite of at least three weeks under threat of cancellation. Further assertions, especially a claim for damages, shall be excluded. In case of unforeseen obstacles of the delivery, e. g. force majeure and events like fire, strike, boycott etc. or by reasons which are caused by a failure of our suppliers, the buyer has no right to cancel the contract for this reason or to claim damages. The delivery time shall be reasonably extended in such a case; in case of the impossibility of a delivery, we are freed from the obligation of the delivery.

§4 Orders

Orders oblige the buyer to receive the goods and to pay for them. If a buyer refuses to receive the ordered goods, we obtain - if we should abandon the acceptance - a claim for compensation of 50%, in special cases of up to 75% of the value of goods.

§5 Prices

Unless something else is indicated in the order confirmation, our prices are to be considered ex works excluding packaging, freight, conveyance, postage, insurance, custom duties as well as the respective VAT which applies. Unless fixed prices are stipulated, the prices of our valid price list apply. The fixed prices of the price list are valid provided that our Terms of Sale are unconditionally accepted by our contracting party.

§6 Dispatch

If not agreed otherwise, the delivery of single system modules, spare parts or expendable items takes place in a way of our choice at short notice without confirmation of order. Partial deliveries shall be permissible, if the buyer wishes a partial delivery, he will be charged the expenses for this partial delivery. The expenses for dispatch and packaging will be charged the buyer accordingly.

§7 Installation and Assembly

On agreement, it is possible that products will be installed and mounted ready for operation by the Cenon GmbH on the premises of the buyer if the arising expenses (travelling, working time etc.) will be paid by the buyer.

§8 Transfer of Perils

The peril passes over to the buyer - also if a dispatch free from transportation charges has been agreed - as soon as the goods have left their place of origin. In case of a delivery with installation on the buyer's premises, the peril passes over to the buyer at the day of taking in charge of the system - if a trial run has been agreed, after the error-free trial run.

§9 Warranty/Liability

Hardware:

All products produced by the Cenon GmbH have a warranty period of 12 months (24 months for private entities). The buyer is obliged to examine all delivered goods within seven days and to indicate all assessed defects. The buyer is further obliged to send back the objected goods/components free from transportation charges. The warranty expires in case of self-conducted repair attempts or modifications and in case of non-compliance with the maintenance instructions. Excluded from the warranty are expendable items etc. In case of justified defects, the buyer shall get a replacement delivery or a rectification of the defective product. In case of unjustified claims, we are entitled to charge a verification fee of up to 30.- EUR. Only the direct buyer is entitled to assert warranty claims against us; these claims are not transferable. Assertions of the buyer which extend the rectification of defects or a replacement delivery, independent of the legal ground, shall be excluded. This includes especially, but is not limited to: retributory action, abatement, cancellation and any kind of claim for damages, especially consequential damages, liability for stored data and any kind of loss thereof. All repair works will be performed at a place of our choice; if the buyer wishes a different place for the repair, we will charge travelling expenses and working time as well as parts and devices. Calculation basis are our standard rates.

Parts which fall under the extent of warranty will not be charged. The buyer is obliged to keep an account of serial numbers of machines and devices. In case of claiming our warranty, the buyer shall enclose a copy of the original invoice and a detailed problem description. If goods will be sent to us without the necessary documents, we are entitled to refuse to receive them or to return them not prepaid.

Software:

Please consult the Software-License Contract, and for a general idea §11 Exceptional Position of Software.



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Amtsgericht Stuttgart HRB382014

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§10 Property Rights and Copyright

The buyer is obliged to inform us about possible infringements of commercial property rights or copyrights by products which are sold by us immediately and in written form under indication of the source of this assumption.

§11 Exceptional Position of Software

The buyer is being informed that according to the current technical development status, the possibility of errors in software may not be ruled out completely, thus there is no warranty obligation for us for software products. The verification of the capability for certain purposes or applications remains to the buyer.

Moreover the following terms apply:

The documentation and the software are copyrighted. The buyer is not allowed to modify the software, data or documentation totally or in parts, to copy it or to pass it on to a third party. The software shall be stored appropriately, so that no third party has access to it. The buyer is not allowed to reprint the documentation or to reproduce it in other photo-mechanical ways. A multiple usage of the software on different computers needs our written acknowledgement. A resale to a third party also needs our written acknowledgement. We reserve the right to reorganize complete programs or parts of it, especially if it should become necessary due to general regulations. For the usage of the software, we do neither assume explicit nor implicit liability for damages or consequential damages. Any further claims of the buyer concerning compensation for direct damages are excluded. If the buyer should infringe single provisions of the software regulations, we are entitled to charge a minimum penalty of 5,000.- EUR, irrespective of further claims. The payment of the penalty does not release the buyer from the compliance with the software regulations. Technical or program technical modifications, especially such much modifications which lead to an improvement of the quality, remain reserved.

§12 Retention of Title

We retain title to all items delivered by us until full receipt of all payments which are entitled to us, independent of the legal ground. A modification of the items is not allowed until we retain title to them. In case of infringement, we shall acquire joint title to the new/modified product. Items on which we have acquired joint title will be named in the following retention items. The buyer is entitled to resell the items delivered in the course of ordinary business dealings, as long as he does not fall behind with his payments. The buyer may not pledge or assign as security the items delivered. In case of reselling the items, the buyer is obliged to pay the value of goods immediately or to assign the claims resulting from these sales to us already now. In case of access by a third party, especially in the case of attachment, the buyer will refer the third party to our retention of title and provide notification to us immediately. The buyer shall bear all costs and be liable for all damages. In case of any action contrary to contract, especially delay of payment, all accrued liabilities of the customer to us fall immediately due for payment. In this case we reserve the right to take back our items completely or partly for security reasons. However, this means no cancellation of the contract of sale. We are also entitled to demand an assignment of a third party claim of restitution to us.

§13 Payment

Usually we deliver on advance payment.

As an exception the delivery to known clients may be on open account. In this case the buyer has to make sure that the full amount will be available for us within a maximum time span of 30 days, i. e. booked on one of our accounts or paid cash. Payment by cheque is not regarded as cash payment. We are entitled to credit payments at first against older debts in arrears. If the buyer falls behind with his payments, we are entitled to charge interest on arrears from the due date which are customary in banking, at least, however, 3% above the respective bank rate of the German Bundesbank. If a cheque which has been issued by the buyer will not be cashed by his bank, no matter for which reason, we are entitled to charge an adequate handling fee as well as interest on arrears. The buyer is only entitled to charge up against accounts receivable, to retention or abatement in case of our written consent.

§14 Export Regulations

In case of an export of the products, the buyer shall observe the German export regulations and inform his customer that in case of an export German export regulations have to be observed.

§15 Customs Handling

If goods shall be exported on request of the buyer duty unpaid, he will be liable to the Cenon GmbH for possible additional claims of the customs authorities.

§16 Place of Performance and Jurisdiction

Place of performance is Tübingen, Germany. Place of jurisdiction for all claims concerning the contract and all related claims is Tübingen. We are entitled at our discretion to assert our own claims at the buyer's place of jurisdiction.

§17 Language/Applicable Law

These General Terms and Conditions of Business are issued in German and English. In cases of doubt, the German wording shall prevail. The business relations shall be exclusively subject to the laws of the Federal Republic of Germany.

Status: July 2014



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