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## Terms and Conditions(as of March 2018)

### Terms and Conditions

#### §1 Scope and subject of the contract

- Our terms and conditions apply to the delivery of movables/goods in accordance with the contract concluded between ourselves and the customer.
- Our terms and conditions apply exclusively; conflicting or deviating customer terms will not be accepted unless they have been specifically agreed upon in writing. Our terms and conditions shall also apply should we become aware of customer terms conflicting or deviating from our terms and conditions if we deliver goods unconditionally.
- Our terms and conditions apply both to consumers as well as to companies, unless a differentiation is made in the respective clause specifying that the clause has an exclusive validity only for consumers or only for entrepreneurs/companies.

#### §2 Offers – Conclusion of contract – Quotation documents

- The customer's order represents a binding offer, which we can accept within two weeks by issuing an order confirmation in writing, or in text form by fax or e-mail, or through the delivery of the goods. Previously provided quotations are subject to confirmation.
- Copyrights and ownership rights are reserved with regard to illustrations, drawings, calculations and other documents insofar as we have not expressly assigned such rights to the customer in writing or assigning such rights is mandatory in accordance with the purpose of the contract. Our prior explicit written consent is required before disclosure to third parties by the customer.

#### §3 Prices, terms of payment and invoicing

- The purchase price offered by us to the customer is binding unless changes are required subsequently owing to customer requirements or technical specifications. In this respect, necessary adjustments of the purchase price up to 5% shall be binding for the customer even without a change in the purchase price being notified by us in advance. Necessary adjustments of the purchase price of more than 5% shall require the prior consent of the customer, where text form, i.e., e-mail shall suffice.
- Statutory sales tax is included in the purchase price quoted for private consumers.
- The net price is quoted for entrepreneurs. Statutory sales tax is not included in our prices; it is declared separately on the invoice on the date of issue.
- Prices quoted do not include freight, transport costs, packaging, insurance, customs duties and other costs or charges. These costs are borne by the customer.
- Depending on type, credit notes may be used to discount or reduce the purchase price. However, subsequent submission after an order has been completed cannot be taken into account. Subsequent submission cannot be taken into account. Multiple uses of a credit note are not permitted.
- Invoices are payable as per agreement by prepayment, cash, cash on delivery, crossed cheque, crossed cheque on delivery, credit card, direct debit, bank transfer or upon collection, unless

otherwise agreed.

- If no other payment condition has been agreed in writing, invoices shall be payable within 14 days of receipt of the goods, with 2% cash discount, or within 30 days net. Statutory provisions regarding the consequences of delayed payment apply.
- The customer shall only be entitled to offset against counterclaims which are legally established, undisputed or acknowledged by us. Entrepreneurs shall only be entitled to exercise a right of retention if the counterclaim is based upon the same contractual relationship.
- Invoices will be sent to the customer as a PDF attachment to an e-mail if the customer has provided us with a valid e-mail address. Invoices will only be sent by post if requested in writing by the customer.

#### **§4 Time of performance and transfer of risk**

- If delivery deadlines are quoted and made the basis for placing an order, such deadlines shall be extended for time lost in cases of strike and circumstances beyond our control. The same applies if the customer does not fulfil any duties to cooperate.
- For entrepreneurs – unless otherwise stated in the order confirmation – delivery is agreed as "ex works".
- For private consumers, the risk of accidental loss and accidental deterioration of goods is transferred to the customer upon handover of the goods (Section 446 BGB [German Civil Code]).

#### **§5 Liability for defects**

- For private consumers, we assume liability in the case of defects according to legal requirements, providing there are no limitations as indicated below. This does not apply if we have fraudulently concealed a defect or guaranteed the quality of the goods.
- For private consumers, the warranty period is two years after the delivery of the goods. The period begins with the delivery of the movable/ goods to the customer. This also applies to compensation claims arising on the basis of defects taking into account the following limitations to liability under § 6.
- If the customer is an entrepreneur, we must be notified of an apparent defect in writing immediately after the appearance of the defect. In the case of a defect, if the customer is an entrepreneur, we reserve the right to choose the type of supplementary performance. Any parts replaced in the context of supplementary performance become our property.
- The warranty period for entrepreneurs is one year. The limitation period in the case of a right of recourse in accordance to §§ 478, 479 BGB is not affected. This also applies to compensation claims arising on the basis of defects taking into account the following limitations to liability under § 6.
- We do not provide customers with guarantees in the legal sense.

#### **§6 Limitation of liability for damages**

- Our liability for contractual breaches of duty as well as for offences is limited to premeditation and gross negligence. The above limitation of liability shall not apply in the case of injury to life, limb or health of the customer, claims due to the violation of cardinal duties, i.e., such contractual obligations the fulfilment of which allows the contract to be executed properly in the first place and compliance with which the customer regularly relies on, and is entitled to rely on, as well as to the statutory liability under the German Product Liability Act. In this case, the relevant legal provisions shall be applicable.
- To the extent that our liability for damages for negligent violation of duties is excluded or limited, this shall also apply to the personal liability of our legal representatives, salaried staff, employees, workers, representatives and vicarious agents.
- These liability regulations and limitations of liability also apply to material, which customers have entrusted to us for further processing.
- We accept no liability for damages, insofar as the goods and/or the product delivered by us are used by the customer either improperly or contrary to their intended purpose and/or contrary to our product description.

#### **§7 Right of revocation for consumers**

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There shall be no right of revocation in respect of products which have been made individually and tailored to the customer's requirements (Section 312 g (2) 1) BGB, Right of Revocation).

Insofar as goods delivered by us were not prefabricated and have been tailored or made to the customer's requirements or specifications, consumers also have no right of revocation (Section 312 g (2) 1) BGB).

For products not falling under this regulation, revocation can be arranged by post, fax, e-mail or phone. The following provisions apply.

If a contract is concluded outside of our business premises and/or in the case of distance contracts pursuant to Section 312 c BGB, consumers have a right to revoke the contract with us within fourteen days without stating reasons. The revocation period is 14 days from the receipt of the goods by the customer. In order to exercise the right of revocation, the customer must inform us by means of an unambiguous declaration, which can be submitted by post, fax, e-mail or telephone. The declaration of revocation, for which the customer may also, but is not required to, use the following sample form, should be sent to:

Schaeffer AG, Nahmitzer Damm 32, 12277 Berlin, Germany, Telephone: +49 (0) 30 / 805 86 95 - 0, Fax: +49 (0) 30 / 805 86 95 - 33, E-mail: info@schaeffer-ag.de

Sample revocation form:

To:

Schaeffer AG, Nahmitzer Damm 32, 12277 Berlin, Telephone +49 (0) 30 / 805 86 95 - 0, Telefax +49 (0) 30 / 805 86 95 - 33, Email info@schaeffer-ag.de

I/we hereby revoke the contract concluded by myself/ourselves for the purchase of the following goods:  
.....

Ordered on..... Received on.....

Name of the consumer.....

Address of the consumer.....

Signature of the consumer (for notification on paper).....

Date .....

- The revocation deadline is deemed to have been met if notification of revocation is sent prior to the end of the revocation period.
- If a customer revokes the contract, we must repay to the customer all payments that we have received, including delivery costs, insofar as there are no additional costs arising from the customer choosing a special type of delivery over the standard dispatch offered by us, immediately and at the latest within two weeks after we have received notification of the revocation. We shall use the same method of payment as used by the customer when the original payment was made. The customer shall not be charged for the repayment.
- The delivered goods shall be sent back to us immediately after the customer has notified us of the revocation, within 14 days at the latest. This deadline is also deemed to have been met if the goods

are sent to us before the period has elapsed. The cost of returning the goods shall be borne by the customer.

- We may refuse repayment until we have received the returned goods or proof of return has been provided to us.

## **§8 Retention of title**

- In the case of contracts with consumers, we shall retain ownership of the object of purchase until payment of the purchase price has been received in full.
- For entrepreneurs, we shall retain ownership of the goods until all receivables have been paid by the purchaser, even if the specific product has been paid for previously.
- The customer is required to notify us immediately of enforcement measures by third parties in relation to reserved goods by third parties, handing over the documents required for an intervention; this also applies to other types of restrictions. Independently of this, the customer is obliged to advise the third party in advance of existing rights relating to the goods. Entrepreneurs shall be liable for our costs in the event of an intervention, so far as the third party is not in a position to reimburse these.
- In the case of a resale/leasing of reserved goods, entrepreneurs are required to assign us receivables due from its customers arising from the named business as a guarantee until all of our claims are fulfilled. If reserved goods are processed, remodelled or connected to another item, we shall acquire direct ownership of the item produced. These shall then be deemed reserved goods.
- If the value of the guarantee exceeds our claims against the purchaser by more than 20%, at the purchaser's request and at our discretion we shall release the corresponding amount from the guarantees.

## **§9 Limitation**

The statutory limitation periods apply for all mutual claims.

## **§10 Form of declarations**

Legally relevant declarations and notifications, which the customer submits to us or a third party, must be made in writing, unless otherwise specified in §7 Right of revocation for consumers.

## **§11 Third-party industrial property rights, exemption from liability**

- The customer declares that no third-party industrial property rights exist in respect of any of the data, content or materials which the customer sends us or uploads using our software, for example for the printing of front panels, whether these be copyrights, trademark rights, design rights or other industrial property rights of third parties, or that the customer itself is the holder of the respective rights of exploitation and use. The customer additionally declares that this content does not infringe any personal rights or any other third-party rights nor does it violate statutory regulations.
- The customer declares that it is in possession of the duplication and reproduction rights of the data sent.
- The customer shall exempt Schaeffer AG from all claims and demands which are asserted against it due to the infringement of such third-party rights or statutory regulations, insofar as the customer is responsible for the breach of duty. This also applies to defence costs and other damages incurred by Schaeffer AG which arise from a breach of duty by the customer.

## **§12 Place of performance, choice of law, place of jurisdiction**

- Insofar as no alternative is mentioned herein, the place of performance and place of payment shall be our registered office at Nahmitzer Damm 32 in 12277 Berlin, Germany.
  - These terms and conditions are subject to the law of the Federal Republic of Germany; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
  - The relevant local competent court for our registered office shall be the sole place of jurisdiction for contracts with merchants, legal persons governed by public law and special assets under public law.
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### **§13 Data protection**

[https://www.schaeffer-ag.de/en/service/data\\_protection](https://www.schaeffer-ag.de/en/service/data_protection)

### **Out-of-court Online Dispute Resolution platform of the EU:**

<https://ec.europa.eu/consumers/odr>

We are neither willing nor obliged to participate in a dispute settlement procedure in front of a consumer arbitration board.

We prefer to clarify issues directly with our customers and therefore do not participate in consumer arbitration.