

# General Terms and Conditions for Corporate Customers

## **General:**

- 1) The following General Terms and Conditions (hereafter „GT&C“) apply to all contracts accepted and/or executed by Scanningspray Vertriebs UG (haftungsbeschränkt) (hereafter „Scanningspray“). With the order being placed at Scanningspray, our customers give their unlimited and unreserved consent to our GT&C. Regulations of our customers deviating from or opposed to our GT&C shall only apply if they are confirmed by us in writing. The GT&C shall also apply if knowing opposed or deviating conditions of the customer, we nevertheless effect the supply to the latter without reservations.
- 2) All other terms and conditions agreed upon between our customers and us require written documentation

## **Offer – Offer documentation:**

- 1) Our offers on the Internet, in print media (particularly catalogue) or in individual letters are without engagement and non-binding. We consider your order as offer for the conclusion of a (purchase) contract. We may accept your offer within a period of 14 calendar days by sending you our order confirmation or by dispatching the goods.
- 2) Our offers shall in any case be non-binding and subject to due delivery by our suppliers. Apart from that, verbal information and promises as well as advertisement statements of any type, particularly goods descriptions, graphical presentations, patterns, quality specifications, performance specifications, information on the use and usability as well as dimensions and weight of all our products are non-binding unless they are explicitly referred to as being binding. The features specified above shall particularly not be regarded as guarantee of quality and durability of any type.
- 3) We reserve ownership and copyrights in figures, drawings, texts, calculations and other documents. Before forwarding them to third parties, you shall obtain our explicit written consent.

## **Delivery:**

- 1) The delivery periods contained in our order confirmations are always approximate. If we fall behind, we shall only be liable for the damage you incurred due to the default if we are responsible for the damage and if we can be accused of gross negligence or intent. Our liability for damages shall also be limited to the typically incurring damage even if we are liable according to the legal provisions.
- 2) You may request damages instead of performance if you have asked us to perform in advance, setting a reasonable period. Under the same conditions, you shall moreover be entitled to rescission.
- 3) If defaults in delivery occur due to force majeure, particularly due to sovereign interventions, natural catastrophes, war, riot, strike in supplier companies or in the transport industry or other circumstances for which we are not responsible, we shall be entitled to make up for the delivery if the obstacle has ceased to exist. In this case you

shall, however, be entitled to rescind the contract in case of a delivery default of more than three months and in such case we shall also be entitled to rescind the contract.

- 4) More far-reaching claims shall be excluded, as far as legally admissible.
- 5) We shall be entitled to make partial deliveries.
- 6) When the goods leave the distributing warehouse, the risk of damage, loss, theft or even destruction of the goods ordered from us shall pass to you. When the goods are handed over by the delivery agent, it must be checked whether the goods are intact and free from defects and whether the transport packaging is damaged. Taking receipt of damaged goods may result in a loss of any claims based on defects whatsoever. If damaged goods are accepted, this must be confirmed by the delivery agent

### **Prices and terms of payment:**

- 1) Applicable prices and conditions are those in effect on the date of the order according to our offer made to you.
- 2) We shall be entitled to demand for advance payment – partially or in full – for new customers, delivery outside of Germany and in individual cases. Upon receipt of the payment, the ordered products will then be dispatched.
- 3) The legal requirements regarding consequences of delayed payment apply.
- 4) You shall only have a right of set-off if your counterclaims are final and absolute, uncontested or acknowledged by us. Furthermore, the customer is only authorised to exercise a lien if its counterclaim is based on the same contractual relationship.

### **In case of defects:**

- 1) Defects must be notified in writing to us with supporting evidence forthwith, however no later than within eight working days following receipt of delivery by the contracting party. In case of defects that cannot be discovered even during careful inspection of the products upon receipt thereof, the notice period shall end 14 work days.
- 2) Complaints due to transport damages can only be processed if they are recorded immediately with the carrier responsible in conjunction with an official recording of facts. In the event of justification of a complaint being established, we are entitled at our option to either make a replacement delivery or to grant credit for the goods complained about, but in each case only step by step in line with return of the goods complained about.
- 3) Further claims by the customer, in particular but not limited to consequential damages or claims brought forth by third parties are excluded. We are not liable for damages due to improper or incorrect application or storage. The burden of proof rests on our customers.

### **Retention of title:**

- 1) All our deliveries shall be affected under reservation of ownership. Accordingly, the ownership in the delivered objects shall only pass to you upon receipt of all payments under the current business relationship.
- 2) You shall not be entitled to pledge, process or modify the objects already in your possession before transfer of ownership or to transfer them by way of security. We may, however, grant our explicit consent in the individual case if already in advance, you assign all claims against third parties relating therefrom in the full amount as security for our claims against you and we accept this assignment.
- 3) Any encroachment by third parties on the goods delivered by us or the claim assigned to us shall be notified immediately and in writing and third parties shall also be informed that in the cases specified above, the goods delivered by us are still our property.
- 4) As long as we are still the owner but the goods are already in your possession, you shall be obliged to sufficiently insure the objects at your own expenses against loss or damage, particularly by fire, water, burglary and theft. Related insurance claims shall already now be assigned to us, as well.
- 5) If you are in default with one or several payments in whole or in part, if you discontinue your payments or legal insolvency proceedings are pending against you, you shall not be entitled to dispose of the goods delivered by us any more. In this case, we shall be entitled to rescind the contract, take back the goods that are in your possession or to revoke the authority to resell them. We shall then also be entitled to request information about the recipients of the goods that are still our property, to disclose the assignment of the claim and to collect the claim in person.

### **Final provisions:**

- 1) When placing an order, you express your consent to us saving, processing and using the data contained in the order form within the scope of the customer relationship.
- 2) As long as there are still accounts receivable from you, you shall be obliged to inform us about any change in your place of residence or registered office without being asked to do so.
- 3) German law shall apply. Application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.
- 4) Place of performance and exclusive place of jurisdiction is Dortmund. Dortmund shall also be the competent place of jurisdiction if at the time an action is brought, your place of residence or abode is not known or you don't have any place of residence within the country.
- 5) If individual provisions of these General Terms and Conditions or the contract concluded with you are invalid in whole or in part, the validity of the residual contract shall remain unaffected.