



# General Conditions for the Supply of Products and Services

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## 1 General

The following terms and conditions govern the supply of products or services of CTDI GmbH ("CTDI") exclusively in relation to entrepreneurs (§ 14 BGB), legal entities under public law or special funds under public law.

CTDI's deliveries and services and offers are made exclusively on the basis of these General Terms and Conditions. At the latest with acceptance of CTDI's deliveries and services, these General Terms and Conditions shall be deemed accepted.

Conflicting purchasing conditions of the customer are expressly not applicable. Counter-confirmations of the customer with reference to its own terms and conditions of business or purchase are expressly rejected by CTDI.

Agreements deviating from the following conditions require written confirmation from CTDI in order to be effective.

## 2 Offers and conclusion of contract

CTDI's offers are always subject to change and non-binding. Orders received by CTDI are regarded as a binding contract offer and are only deemed accepted when they have been confirmed in writing by CTDI or are impliedly accepted by the delivery of the ordered goods. The delivery note or the goods invoice shall then be regarded as order confirmation. CTDI is not liable for the constant and uninterrupted availability of the use of an online trading system via the Internet.

## 3 Prices and terms of payment

Price lists and other advertising documents are subject to change and non-binding. Offered prices are - unless otherwise stated - EURO prices plus the applicable statutory value added tax, plus shipping and transport costs, as well as freight insurance for parcel shipping ex warehouse. The prices are always Ex Works (INCOTERMS® 2010).

Unless otherwise agreed, the invoice amount is to be paid in advance without deduction to the account stated in the invoice and must be credited ten days after receipt of the invoice. The ordered goods will be shipped after complete receipt of payment.

Obvious miscalculations or spelling mistakes entitle CTDI to rectification, even in the case of invoices that have already been issued and paid by the customer with the original amount. Only undisputed or legally established claims entitle the customer to offset. The customer can only assert a right of retention if it is based on claims from the same contract.

Default interest shall be charged at nine percentage points above the respective base interest rate (§ 247 BGB).

Damages shall be set higher or lower if CTDI proves higher damages or the customer proves lower damages. CTDI reserves the right to assert further statutory claims due to delayed payment.

## 4 Scope of delivery and delivery time

All goods are sold without any pre-installed software. The customer is responsible for the installation of software on the goods as well as for the purchase of corresponding licenses.

Delivery periods and dates are only binding if they have been confirmed in writing by CTDI. Delivery periods begin to run from confirmation.

Delays in delivery and performance due to force majeure, war, riot, strike, lockout or similar events not falling within CTDI's sphere of influence shall initially result in an appropriate extension of the delivery period. The aforementioned circumstances suspend CTDI for the duration of the hindrance from the delivery obligations entered into. This also applies if such obstacles occur at the supplier of CTDI or its sub-suppliers. CTDI will inform the customer of the beginning and end of such obstacles as soon as possible. The customer can demand a declaration from CTDI as to whether CTDI intends to withdraw from the contract or to deliver within a reasonable period of time. CTDI itself has the right to withdraw from the contract even without this requirement after a reasonable waiting period. If CTDI does not declare itself to the request immediately, the customer can also withdraw. Claims for damages are excluded in these cases.

CTDI is liable with regard to delivery on time only for intent and gross negligence, also with regard to its own vicarious agents. CTDI shall not be liable for the fault of upstream suppliers. However, CTDI is obliged to assign any claims against its suppliers to the customer upon request.

In the event of a delay in delivery for which CTDI is responsible, the customer is obliged, at CTDI's request, to declare within a reasonable period of time whether he still insists on delivery or withdraws from the contract due to the delay and/or demands compensation instead of performance.

For all products, delivery is always made only while stocks last. If the stock is exhausted, the performance of CTDI is considered impossible and releases CTDI from the delivery obligation. CTDI will inform the customer of the non-availability of the goods as soon as possible and reimburse consideration as soon as possible. Further claims cannot be asserted.

## 5 Transfer of risk and acceptance

Loading and dispatch of the goods are carried out uninsured (exception parcel dispatch) at the risk of the customer. The risk shall pass to the customer upon notification of readiness for collection, at the latest upon provision of the goods. The conclusion of a forwarding transport insurance is in principle incumbent on the customer. Partial deliveries are permissible to a reasonable extent.

The customer has the obligation to accept the ordered goods, provided that these are not afflicted with obvious technical defects, which are not insignificant. If the customer refuses to accept the ordered goods in whole or in part or if the contract is not carried out due to circumstances for which the customer is responsible, CTDI retains the right to payment of the purchase price and can demand compensation after the fruitless expiry of a reasonable written acceptance period. It is not necessary to set a grace period if the customer seriously and finally refuses acceptance or if it is obvious that the customer is unable to pay the purchase price within the grace period.

## 6 Obligations of the customer

In particular, the customer is obliged to pay the agreed prices in due time and to accept the goods.

If the customer does not accept the goods on the agreed date, the customer shall pay CTDI, in addition to the purchase price, an expense allowance of 15% of the delivery value for each part not accepted.

## 7 Retention of title

The delivered goods shall remain the unrestricted property of CTDI until complete settlement of all - including future - claims of CTDI plus interest and costs. It must be stored separately from other goods. In the case of a current account, the reserved goods shall secure CTDI's balance claim.

The customer is obliged to insure and keep insured the reserved goods at its own expense. The customer hereby assigns to CTDI all claims against the insurer for the insured event up to the amount of CTDI's claim.

In the event of access by third parties to the reserved goods, the customer shall draw attention to the ownership of CTDI and inform CTDI immediately. If the customer fails to do both, this constitutes a breach of contract which obliges to pay damages.

The customer is entitled to resell or process the purchased goods in the ordinary course of business. If the customer does not comply with its contractual obligations, CTDI may revoke its consent.

If the reserved goods are processed by the customer into a new movable good, the processing is carried out for CTDI without CTDI being obliged to do so; the new good becomes the property of CTDI. In the event of processing together with goods not belonging to CTDI, CTDI shall acquire co-ownership of the new good in the ratio of the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or blended with goods not belonging to CTDI in accordance with §§ 947, 948 BGB, CTDI shall become co-owner in accordance with the statutory provisions. If the customer acquires sole ownership through combination, mixing or blending, the customer hereby transfers co-ownership to CTDI in proportion to the value of the reserved goods to the other goods at the time of combination, mixing or blending. In these cases, the customer must store the good owned or co-owned by CTDI, which is also deemed to be reserved goods in the sense of the above conditions, free of charge.

If reserved goods are sold alone or together with goods not belonging to CTDI, the customer hereby assigns, i.e. at the time of conclusion of the contract, the claims arising from the resale in the amount of the value of the reserved goods or, in the case of processing before sale, in the amount of the value of the co-ownership share of CTDI with all ancillary rights and in priority to the rest; CTDI accepts the assignment. The value



of the reserved goods is the invoice amount of CTDI. If the resold reserved goods are co-owned by CTDI, the assignment of the claims shall extend to the amount corresponding to the share value of CTDI in the co-ownership. Pledging or transfer of CTDI's property to third parties by way of security is not permitted. The claims arising from the resale or any other legal reason (e.g. insurance/offense) with regard to the reserved goods (including all balance claims from current account) are hereby assigned in full by the customer to CTDI by way of security.

CTDI revocably authorises the customer to collect the claims assigned to CTDI for its account in its own name.

CTDI will not make use of its own authority to collect as long as the customer fulfils its payment obligations, also vis-à-vis third parties. At CTDI's request, the customer must name the debtors of the assigned claims and notify them of the assignment; CTDI is authorised to notify the debtors of the assignment itself.

As far as the value of the securities exceeds CTDI's claims by more than 20 %, CTDI will release securities at CTDI's option at the customer's request.

In the event of breach of contract by the customer - in particular default in payment or other breaches of its obligations under the retention of title - CTDI is entitled, without prejudice to other claims, to demand the return of the goods subject to retention of title and, following written notification with a reasonable deadline, to sell the goods in the best possible way by private sale, offsetting the proceeds from the sale against the purchase price. All costs of taking back and using the object of the contract shall be borne by the customer. The exercise of the retention of title by CTDI in the event that the customer does not meet his obligations does not mean withdrawal from the contract.

The right to resell, use or install the reserved goods or the authorisation to collect the assigned claims shall lapse upon cessation of payments and/or application for the opening of insolvency proceedings. This shall not apply to the rights of the insolvency administrator.

#### **8 Warranty / Transport damage**

CTDI does not sell to consumers within the meaning of §§ 13, 474 BGB. The sale of used items is subject to an individual written agreement, excluding any warranty. The exclusion does not apply to the absence of an assured quality, the fraudulent concealment of a defect or if and as far as a guarantee was given.

Insofar as an exclusion of warranty does not apply or new goods are sold, the following shall apply: If there is a defect in the goods, CTDI shall be entitled, at its own discretion, to rectify the defect or to make a replacement delivery. In the case of a final delivery of the unprocessed goods by the customer to a consumer, the customer has the right of choice (supplier recourse according to §§ 478 BGB). CTDI is entitled to make the supplementary performance owed dependent on the customer making due payments. However, the customer is entitled to retain a reasonable part of the purchase price in proportion to the defect. Should the supplementary performance fail, the customer is entitled to withdraw from the contract. The warranty period shall be one year; this shall not affect any special statutory provisions on limitation (in particular § 438 Para. 1 No. 1, Para. 3, §§ 444, 445b BGB).

The customer is obliged to inspect the goods immediately upon receipt for any transport damage and to notify the supplier (post office, parcel service, forwarding agent, etc.) and CTDI immediately and to note this on the confirmation of receipt. A later objection will not be accepted.

The customer is obliged to inspect the delivered goods immediately for obvious defects which an average customer would easily notice. This also applies to the completeness of the delivery.

Obvious defects must be reported in writing within one week of delivery. In the event of violation of the obligation to examine and give notice of defects, the goods shall be deemed to have been approved with regard to the defect in question. The inspection and complaint obligations applicable to merchants pursuant to §§ 377 et seq. of the German Commercial Code (HGB) shall remain unaffected.

#### **9 Claims for damages**

Claims for damages and reimbursement of expenses against CTDI (hereinafter referred to as claims for damages), as well as against CTDI's vicarious agents, regardless of the legal basis, in particular due to breach of duties from a contractual obligation and from tort, in particular also for indirect or consequential damages, are generally excluded. This shall not apply in the event of intent or gross negligence, insofar as CTDI fraudulently concealed a defect or assumed a guarantee for the quality of the goods and insofar as liability is mandatory, in particular in the event of injury to life, limb and health. This shall also not apply in the event of a breach of duties, the fulfilment of which is essential for the proper performance of the contract, the breach of which endangers the achievement of the purpose of the contract or on the observance of which the customer may regularly rely (cardinal duties). The claim for damages for the breach of these essential contractual obligations is, however, limited to the foreseeable damage typical for the contract.

Insofar as claims for damages exist against CTDI or its vicarious agents, these become statute-barred within one year after delivery of the equipment, unless the claims are based on intent.

Any possible liability according to product liability regulations remains unaffected.

#### **10 Data protection**

All personal data transmitted by the customer will be processed by CTDI in accordance with the provisions of data protection law. Personal data of the customer, insofar as this is necessary for the justification, content or amendment of the contractual relationship (inventory data), are used exclusively for the processing of the contracts concluded between CTDI and the customer. Any further use of the inventory data shall only take place with the express consent of the customer, which may be revoked at any time. Personal data of the customer, which are necessary to enable and account for the use of CTDI's offers (usage data), will initially also be used exclusively for processing the contracts concluded between CTDI and the customer. Such usage data are in particular the characteristics for the identification of the customer as user, information about beginning and end as well as about the extent of the respective use and information about the telemedia used by the customer. Such usage data may also be used by CTDI for purposes of advertising, market research or for the design of CTDI's telemedia for the creation of usage profiles using pseudonyms. The customer is entitled to object to this use. As far as the customer wishes further information, wishes to revoke the given consent for the use of the inventory data or wants to contradict the use of the usage data, the telephone support under the e-mail address customer.service@ctdi.eu or the telephone number 07246-80-8282 is additionally available to the customer.

#### **11 Miscellaneous provisions**

These terms and conditions and the entire legal relationship between CTDI and the customer are governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

Exclusive place of jurisdiction for all present and future claims arising from the business relationship with merchants shall be Karlsruhe. The same place of jurisdiction applies if the customer does not have a general place of jurisdiction in Germany, moves its domicile or habitual residence out of Germany after conclusion of the contract or if the customer's domicile or habitual residence is not known at the time the action is filed.

Should individual provisions of these terms and conditions be invalid or unenforceable or contain loopholes, this shall not affect the validity of the remaining provisions. The parties undertake to reach an agreement that comes as close as possible to what was intended.