

General Terms and Conditions of SYNAXON Projekt und Handels GmbH (the seller) for the sale of goods to entrepreneurs and project businesses

§ 1 Validity of the conditions

1. These general terms and conditions apply to all deliveries, services and offers of SYNAXON Projekt und Handels GmbH, Falkenstraße 31, 33758 Schloß Holte-Stukenbrock, Germany, towards entrepreneurs. They therefore also apply to all future business relationships, even if they are not expressly agreed again. We do not recognize conditions of the customer deviating from our conditions of sale, even if we do not expressly contradict them.
2. Deviations from these terms and conditions are only effective if we confirm them in writing.

§ 2 Offer and conclusion of contract

1. Declarations of acceptance and all orders require our written or telex confirmation to be legally valid. The same applies to additions, changes or side agreements.
2. All our offers are non-binding. Product descriptions and illustrations are not binding. In particular, the information is not guaranteed and does not contain any quality or durability guarantee in the sense of section 443 BGB (German Civil Code).
3. If the customer orders goods via EGIS, the receipt of the order is confirmed in EGIS. If he orders goods by e-mail, fax or telephone, the receipt of the order is confirmed by e-mail order confirmation. The order confirmation does not constitute a binding acceptance of the order. It merely serves to inform the customer about the actual receipt of his order. A contract is only concluded when SYNAXON Projekt und Handels GmbH accepts the order of the customer by a declaration of acceptance or by delivery of the goods.
5. The sales employees of SYNAXON Projekt und Handels GmbH are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the content of the written contract.

§ 3 Prices

1. The offers of SYNAXON Projekt und Handels GmbH are non-binding. Price increases due to currency fluctuations are charged to the customer for goods not yet delivered.
2. With the updating of the web pages all previous prices and other information about goods become invalid. Decisive is the valid version at the time of the order.
3. The prices are, unless otherwise agreed, plus transport, shipping, freight insurance, cash on delivery, if applicable, plus the applicable value added tax on the day of delivery. Deliveries are made without a minimum order value and without a minimum quantity surcharge. For orders below GBP150.00 order value GBP3.00 freight charge will be charged, from an order value of GBP150.00 delivery is carriage paid.

§ 4 Delivery and performance time

1. Details of delivery times and delivery dates are only binding if SYNAXON Projekt und Handels GmbH has expressly designated these as binding in writing.
2. As far as the customer pays in advance, the goods will be reserved for the customer if possible, but sent to the customer only after the payment has been received. The reservation of the goods can not be guaranteed. The customer is therefore requested to take this into account when placing his order and to bring the agreed payment in advance in good time. Insofar as the customer chooses advance payment and the amount of money to be paid is not credited to our account within 5 working days, we are entitled to withdraw from the contract.
3. Insofar as we adhere to the contract, the delivery times originally stated no longer apply. They are replaced by the delivery deadlines of SYNAXON Projekt und Handels GmbH for the product at the time of cash receipt. In the case of force majeure and other unforeseeable, exceptional and involuntary circumstances, eg. Incidents of fire, water and similar circumstances, loss of production facilities, strike and lockout, lack of materials, official intervention (even if they occur to our suppliers). The delivery times will be extended if we are prevented from fulfilling our obligations in due time by

these circumstances. The delivery period will be extended for a reasonable time. Alternatively, we are entitled to withdraw from the contract, if not fulfilled, in whole or in part.

4. If the delivery time is extended in accordance with clause 3 or if SYNAXON Projekt und Handels GmbH is released from its obligation, the customer can not derive any claims for damages if the customer has been notified immediately.

5. Insofar as we are responsible for the non-observance of binding deadlines and dates and we are in default, the customer is entitled to a compensation for default in the amount of 0.25% for each completed week of the delay. However, no more than 5% of the net invoice value of the goods and services affected by the delay. Further claims are excluded, unless the default is based at least on gross negligence of SYNAXON Projekt und Handels GmbH.

6. If not all ordered products are in stock, we are entitled to partial deliveries. In the case of delivery contracts, every partial delivery and partial service is deemed to be a separate service. The delivery period is extended by the period of time with which the customer is in default of fulfillment of his contractual obligations.

7. As far as the date of the delivery or service is not stated separately on SYNAXON Projekt und Handels GmbH's invoice, it corresponds to the invoice date.

§ 5 Duty to examine and notify of nonconformity according to section 377 HGB (German Commercial Code)

1. The customer is obliged to inspect the goods, delivery and invoice documents immediately after receipt of the goods. This includes at least an immediate visual inspection of the goods upon delivery. Open defects, such as visible damage to goods or packaging, incorrect deliveries and quantity errors shall be reported immediately to the carrier and recorded by means of a damage report together with the carrier. The detected defect must be reported to SYNAXON Projekt und Handels GmbH by e-mail or telephone within 5 working days from the delivery of the goods. The right of refusal of acceptance is free to the customer. The customer is advised that the acceptance of the goods "with reservation" with regard to later complaints regarding open transport damages or completeness, with externally damaged shipments, is legally irrelevant.

2. In addition, a proper investigation requires that the customer carries out a quality control at least on a random basis, in a representative manner, and must also open the packaging to an appropriate extent. If the goods are packed for transport-technical reasons with visibly impermeable film, this film is to be removed during the goods inspection in the presence of the carrier. If this is omitted and later turns out that the goods in the film are damaged, it is still an open transport damage. Especially with packaged pallet deliveries increased examination care is required. A covered transport damage occurs if it can be recognized only after acceptance of the consignment despite careful and proper immediate investigation. The customer must report this damage to SYNAXON Projekt und Handels GmbH immediately, but no later than within 5 working days after taking over the goods. Claims settlement by the parcel service provider is checked by SYNAXON Projekt und Handels GmbH.

3. If the customer violates the above obligations, the goods and all defects shall be deemed approved (section 377 (2) HGB (German Commercial Code)). The customer can no longer assert any rights because of the deviation. The goods are considered as proper fulfillment of the contract. Later warranty claims are excluded and the purchase price is to be paid undiminished. For the time of discovery and proper inspection, the customer bears the burden of proof.

4. In the case of goods delivered accidentally by SYNAXON Projekt und Handels GmbH without an order from the customer, the customer undertakes to notify such a wrong delivery in writing to SYNAXON Projekt und Handels GmbH within 7 days and to keep the goods ready for collection by SYNAXON Projekt und Handels GmbH through a third party. If such a written notification of a wrong delivery is not made within these time limits or at all, the delivery is considered approved, so that the customer is obliged to pay the usual and reasonable purchase price for the goods to SYNAXON Projekt und Handels GmbH.

§ 6 Transfer of risk

1. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer when the goods are handed over to the carrier or when the goods have left the warehouse of SYNAXON Projekt und Handels GmbH for the purpose of dispatch.

2. If the shipment is delayed without SYNAXON Projekt und Handels GmbH's fault or if it becomes impossible without the company's fault, the risk shall pass to the customer upon notification of

readiness for shipment. An agreed assumption of transport costs by SYNAXON Projekt und Handels GmbH has no influence on the transfer of risk.

3. The transfer is the same if the customer is in default of acceptance. If the customer is in default of acceptance, we are entitled, after expiry of a period to be set by SYNAXON Projekt und Handels GmbH, to reject the fulfillment of the contract and to claim damages.

§ 7 Liability for defects / warranty

1. Claims of the customer for defects presuppose that he has duly fulfilled his duties of inspection and complaint pursuant to section 377 HGB (German Commercial Code) (see § 5).

2. Insofar as there is a defect in the purchased item, the customer is entitled to demand supplementary performance. The supplementary performance is carried out at our option either by elimination of defects or by delivery of a defect-free item. In the case of removal of the defect, the necessary expenses of the customer will be replaced only insofar as they have not been increased by the fact that the goods have been moved to a place other than the place of performance.

3. If the supplementary performance fails, the customer is entitled, at his discretion, to demand rescission or reduction.

4. The customer's limitation period for any claims arising from defects of the sale of new items shall be one year from the transfer of risk; in the sale of used items liability for material defects is excluded. The period of limitation in case of a supplier recourse according to section 478, 479 BGB (German Civil Code) remains unaffected.

5. The assignment of warranty claims to third parties is excluded. If the customer sells the articles supplied by us to third parties, he is prohibited from referring to us for the associated legal or contractual warranty claims. Our liability as part of the supplier recourse remains unaffected.

§ 8 Total liability

1. Unless otherwise stated below, claims of the customer exceeding the warranty rights are excluded for whatever legal reason. We are therefore not liable for damages that did not occur on the delivery item itself, in particular we are not liable for lost profits or other financial losses of the customer.

2. The above disclaimer of liability does not apply if the cause of damage is based on intent or gross negligence or if our duty of replacement results from the Product Liability Act. It also does not apply to damage resulting from injury to life, limb or health.

3. In case of slight negligence, we are liable only if obligations that are essential for the fulfillment and achievement of the purpose of the contract (cardinal obligations) are violated. Insofar as liability basically exists, our liability for compensation is limited to the contractually typical, foreseeable damage.

4. If our contractual liability is excluded or limited, this shall also apply to the personal liability of our employees, legal representatives and vicarious agents.

5. The customer is expressly advised of the requirement for regular and correct data backup. When processing important data, the customer acts grossly negligent if he fails to do so. SYNAXON Projekt und Handels GmbH assumes no liability for lost data and consequential damage. For devices to be repaired, the costs of data backup or reinstallation of software or the devices themselves are not covered by SYNAXON Projekt und Handels GmbH.

§ 9 Special conditions for SYNAXON partners

1. For customers who are partners of SYNAXON AG, we grant a 14-day right of return from the date of delivery, with the exception of used goods, single or spare parts, individual items from set offers and special designs for the customer. The right of return exists for goods in their original packaging without damage to the packaging and without breach of seal (openings within the framework of the commercial investigation and notification duty are excluded). Software is excluded from the right of return if the delivered media has been unsealed. The customer must first register the return by e-mail or telephone. After receipt of the return authorization, he has to return the goods for us free of charge within 5 working days, otherwise the right of return expires. In order to meet the deadline, the timely dispatch of the goods is sufficient. The goods will be credited to the partner after receipt at our original purchase price. The above right of return does not apply to project transactions.

2. The first 14 calendar days after delivery are considered as unpacking warranty. If a customer wants to assert warranty claims against the manufacturer within this period, he can return the goods to us and we take over the handling with the manufacturer. The customer must first register the return by

e-mail or telephone. After receipt of the return authorization he has to return the goods in original packaging for us free of charge. The serial number of the item must match the serial number of the original packaging. After receiving the goods, the customer immediately receives a credit note from us at the original purchase price. The unpacking guarantee does not apply to project transactions. It also does not apply to the handling of DOA cases (Defective on Arrival). Here are the special provisions according to § 11.

§ 10 Guarantee processing / handling of supplementary performance

1. Contracting party for the fulfillment of warranty claims is the manufacturer. Defective products must be handled directly with the manufacturer in accordance with the warranty conditions granted by the manufacturer. Contact details of the manufacturer are gladly provided to the customer. If the customer prefers a transaction via SYNAXON Projekt und Handels GmbH, we will replace defective goods within 21 days of receipt of the goods at the address communicated by us or credit them at the purchase price calculated at the time of purchase or repair them. After the second unsuccessful repair attempt, the customer has the right to withdraw from the contract. He has to return the defective goods to us at his own expense.

The special provisions in § 11 apply to the handling of DOA cases.

2. If SYNAXON Projekt und Handels GmbH assumes warranty service for the customer, the latter must remove the items inserted by him or a third party (for example, chips or cards) from the product prior to entry. SYNAXON Projekt und Handels GmbH is not obliged to examine the product for the installation of such objects. SYNAXON Projekt und Handels GmbH is not liable for the loss of such items, unless it was obvious to us upon return of the product that such an item has been inserted into the product. In this case, the customer will be informed and the item will be held ready for collection, and the customer will bear the costs incurred.

3. In addition, before submitting a product, the customer must make backup copies of the system software, applications and all data on the product on a separate medium and disable all passwords. Likewise, after the repaired product or replacement product has been returned to the customer, it is the responsibility of the customer to install the software and data and to reactivate the passwords. SYNAXON Projekt und Handels GmbH accepts no liability for lost data and resulting consequential damages (see § 8 (5)).

4. The replacement of individual parts, assemblies or entire devices no new warranty periods with respect to the claims and rights due to defects come into force. This does not apply to the statute of limitations of claims for defects for the parts affected by the removal of defects.

5. The processing of unauthorized submissions shall - provided that they are due to intent or gross negligence of the customer - subject to an additional charge of the expenses incurred by us. In such cases, we reserve the right to charge a fee of EUR 29.00.

§ 11 Special provisions for the handling of DOA cases

If the manufacturer of a product offers a separate DOA (Defective on Arrival) regulation, the following provisions apply to the handling of a DOA case.

The customer himself has to register the DOA case with the manufacturer and to request a DOA number. Subsequently, the customer sends the device - for us free of charge - according to the manufacturer's conditions with the following information to us: DOA number, serial number, error description. The customer is responsible for compliance with the applicable deadlines. This means in particular that he must register the DOA in good time with the manufacturer and send the defective goods to us in good time so that the forwarding of the goods by us to the manufacturer allows us to meet the deadlines set by the manufacturer.

Any credit to the customer will be made as soon as the credit note of the sub-supplier or manufacturer has been made.

If the manufacturer rejects a handling within the scope of the DOA regulation for reasons for which SYNAXON Projekt und Handels GmbH is not responsible, the complaint will be settled within the scope of the general warranty or guarantee claims.

§ 12 Retention of title

1. Until the fulfillment of all claims that SYNAXON Projekt und Handels GmbH has from the entire business relationship with the customer, the delivered goods remain the property of SYNAXON Projekt und Handels GmbH.

2. Any processing or remodeling of the delivered goods by the customer is carried out for us as a manufacturer within the meaning of section 950 BGB (German Civil Code) without obligation to us.
3. The customer hereby assigns to us in respect of the goods subject to retention of title due to him the amount of the invoice value of the reserved goods. We accept this assignment.
4. In the case of garnishment or other interventions by third parties, the customer must inform us immediately in writing.
5. Insofar as the value of all security interests to which we are entitled under these provisions exceeds the amount of all secured claims by more than 20%, we shall release an appropriate portion of the security interests at the request of the customer.

§ 13 Terms of payment

Deliveries are made either on account of central regulation with BFS finance GmbH or within the limits set by Euler Hermes Kreditversicherungs AG at the stated price. If neither a central regulation nor a limit of Euler Hermes Kreditversicherungs AG has been set up for the customer and if a limit was also rejected by SYNAXON Projekt und Handels GmbH, payment can be made in advance, alternatively cash on delivery (plus COD charge).

§ 14 Prohibition of assignment

The assignment of claims against us to third parties is excluded unless we have expressly consented to the assignment.

§ 15 Rights of retention, offsetting

The customer is only entitled to a right of retention if it is based on the same contractual relationship. The customer can only set off against counterclaims that are either undisputed or legally binding.

§ 16 Use of the products

The products are intended for normal commercial use in accordance with the operating instructions and not for use in critical security systems, nuclear power plants, military or medical life-support equipment or weapons production. No liability is accepted for use in these areas.

§ 17 Industrial Property Rights

1. All industrial property rights existing for the products are and remain the property of the suppliers or manufacturers. Any use requires permission from the appropriate copyright holder.
2. As far as software is included in the scope of delivery, this will be left to the commercial customer solely for one-off resale and to the end user for sole use, ie. he may neither copy nor modify them nor let others use them. A multiple right of use requires a special written agreement. The software is delivered in accordance with the license agreements of the suppliers or manufacturers whose compliance the customer has already assured at this point.
3. SYNAXON Projekt und Handels GmbH assumes no liability for the infringement of industrial property rights if the products are exported from the country of sale intended by SYNAXON Projekt und Handels GmbH to another country, because it can not be guaranteed that all rights are protected there.

§ 18 Secrecy

All information accessible to the customer in connection with the deliveries by SYNAXON Projekt und Handels GmbH, which are clearly recognizable as business secrets or trade secrets of SYNAXON Projekt und Handels GmbH and are to be kept confidential, for an indefinite period and, to the extent that this is not necessary to achieve the purpose of the contract, neither recorded nor passed on to third parties or otherwise exploited by the customer.

§ 19 Privacy

The processing of the data received in connection with the business relationship via the customer takes place in accordance with the applicable data protection regulations.

§ 20 Export

Re-export from the Federal Republic of Germany is subject to German, EU and US export regulations. The customer has to take care of obtaining the export permits from the Federal Export Office Eschborn. The customer is responsible for compliance with the relevant provisions to the end user.

§ 21 Applicable law, place of jurisdiction, ineffective clauses

1. For the terms and conditions and the entire legal relationship between the SYNAXON Projekt und Handels GmbH and the customer, applies the law of the Federal Republic of Germany, excluding the UN sales law.
2. If the customer is a merchant, legal entity of public law or special fund under public law or if he is domiciled abroad, the registered office of SYNAXON Projekt und Handels GmbH is the place of performance and the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should one or more provisions of these General Terms and Conditions be or become ineffective, the ineffective provision shall be deemed to be replaced by one that most closely approximates the meaning and purpose of the invalid provision in a legally effective manner.

§ 22 Special conditions for project transactions

For project business, the following special conditions apply additionally. In case of contradictions, the Special Terms and Conditions follow the General Conditions.

§ 22.1 Special / project conditions, manufacturer's conditions

1. If the customer is granted special or project conditions when carrying out project business, these are subject to confirmation by the manufacturer.
2. The customer is aware that the stock of granted special or project conditions depends on compliance with the manufacturer's conditions. The customer therefore undertakes towards SYNAXON Projekt und Handels GmbH to comply with the respective manufacturer's conditions and to provide SYNAXON Projekt und Handels GmbH with a copy of the proof of delivery and invoices to the end customer within ten days upon request.
3. If the customer violates the manufacturer's conditions, SYNAXON Projekt und Handels GmbH is entitled, without prejudice to the assertion of further claims, to charge the customer the difference between the special conditions granted and the regular purchase price.

§ 22.2 Duty of cooperation of the customer

The customer must ensure that SYNAXON Projekt und Handels GmbH is provided with all relevant information required for the preparation of the offer or that SYNAXON Projekt und Handels GmbH considers necessary.

§ 22.3 Offers

Offers are made solely on the basis of the information provided by the customer. The composition of the hardware and software components for the use of the IT solution is carried out based on the information by the customer. SYNAXON Projekt und Handels GmbH carries out all work with the utmost care and in compliance with general technical principles as well as technical rules. However, a legally binding assurance of certain characteristics can not be derived from the information and offers of SYNAXON Projekt und Handels GmbH. Therefore, the information and offers do not constitute a guarantee or warranty of certain characteristics or representations of suitability of the product for specific purposes.

§ 22.4 Right of return, unpacking guarantee

The right of return regulated in § 9.1 of the General Terms and Conditions and the unpacking guarantee regulated in § 9.2 of the General Terms and Conditions do not apply to project transactions.