

## Terms and conditions

### § 1 Scope

- 1 These terms and conditions apply to all current and future business relationships with companies.  
  
Terms and Conditions, entrepreneurs are natural or legal person or legally responsible party with whom a business is acting in the exercise of a commercial or independent professional activity.  
  
These terms and conditions do not apply to consumers.
- 2 Deviating, contradictory or supplementary terms and conditions, even if they used later in time or should we be made explicitly known, without the written consent only if part of the contract, as they do not contradict these Terms and Conditions.

### § 2 Conclusion

- 1 Our offers are subject to change. Technical changes due to developments or improvements and changes in form, color and / or weight are reserved to the extent reasonable.
- 2 By order, the customer makes a binding intent to purchase the goods ordered. We have the right to accept the contract offer within two weeks of receipt. The acceptance can be declared either in writing or by delivery to the customer.
- 3 The final contract is subject to the proper and timely delivery by our suppliers. This only applies to the case that the non-delivery is not our fault, especially when a congruent hedging transaction with our supplier.  
  
The customer is informed of the unavailability of the goods without delay. The payment will be refunded immediately.
- 4 Framework agreements and contracts with longer delivery times may be cancelled partially or in full by us, if the product can not longer be manufactured or for what ever reasons is no more available. When possible we will deliver partially or totally the outstanding volume as a single shipment with immediate payment. All further claims are satisfied with this.

### § 3 Prices

1. Unless otherwise agreed in writing, all prices are ex works plus VAT, shipping, packaging and any costs of legal fees and taxes.
2. We reserve the right to re-adjust the already indicated EUR-prices at time of delivery, due to high volatility of the EUR/USD exchange rate in justified cases (variation exceeds 3%) and/or modified technical specifications of the products.
3. We also reserve the right to re-adjust the prices with max. 5% due to changes in production or delivery process, if time of order and time of delivery are more than 4 weeks apart.

### § 4 Retention of title

- 1 For contracts with companies we retain title to the goods until full settlement of all claims of an ongoing business relationship. The customer is entitled to resell the goods in the ordinary course of business. He now assigns all claims in the amount of the gross invoice amount accruing to him by the sale to a third party. We accept the assignment. After assignment, the customer is authorized to collect the debt. We reserve the right to collect the debt itself if the customer fails to comply with its payment obligations and is in default of payment.
- 2 The handling and processing of the goods by the customer in the name and behalf. If processing is not belonging to us, we acquire co-ownership of the new object in proportion to the goods supplied by us to the other processed objects. The same applies if the goods are mixed with other items not belonging to us to be.
- 3 The customer is obliged to handle the goods with care, and, unless maintenance or inspection work is carried out, the customer can perform this at his own cost of qualified personnel.
- 4 The customer is obligated to notify any third party access to the goods and any damage or destruction of the goods. A change in ownership of the goods and the exchange of their own seat must notify the customer immediately.

### § 5 Payment and Compensation

- 1 The invoice is net 30 days after receipt of invoice to pay, or according to individual agreements. After this period the customer is in default. Costs for payment processing has to take account of the customer.
- 2 Bills and checks are not accepted.
- 3 The customer has to pay interest on defaulted debt at a rate of eight percent above the base rate. Interest shall become immediately due and payable. The proof of higher damages remains reserved.
- 4 The customer has a right to compensation only if its counterclaims are legally established or recognized by us in writing were. The customer can only exercise if his claim is based on the same contract.

### § 6 Delivery of risk – public transport – public transport shipping

- 1 The delivery period begins on the date on which consensus and agreement is reached on all contract conditions. Delivery times are determined in good faith, but are nonetheless non-binding..
- 2 The right to partial deliveries is reserved.
- 3 The risk of accidental loss and accidental deterioration of the goods passes to the customer with delivery, in case of sale by delivery it is passed with the handover to the shipper, the carrier or otherwise defined dispatch person or institution responsible for completing the shipment. The transfer is the same if the customer is in default of acceptance.  
In all individual cases an explicit customer order is required to get transportation insurance.
- 4 If we owe the delivery of goods with installation, then the transfer of risk passes to the customer if the goods are located on his property.
- 5 The risk passes to the customer if delivery has been postponed at his request, and we have indicated or are indicating our readiness to deliver or readiness to ship.

### § 7 Cancellation and delay

- 1 We are to withdraw from the contract, where there are serious doubts about the solvency of the customer. This does not apply if the customer pays in advance.
- 2 We are operating in interference of any kind, as long as they were caused by gross negligence or intent to withdraw from the contract.
- 3 Damage claims by the customer due to delay in delivery is limited to the invoiced amount of the order. Further claims are excluded.

## § 8 Warranty - Warranty

- 1 We subject the goods prior to shipment to careful scrutiny. The customer is obliged to check the goods immediately upon receipt to also carefully. to show any defects without delay, the customer blogs, but no later than a week's writing. When such a display does not, the goods shall also in view of the deficiencies with the contract.
- 2 If the Contract is the software the customer within two weeks after the delivery of our public transport part, examine the installation due within two weeks of installing public transport. This is especially true regarding the performance and functionality. Errors that become apparent or readily ascertainable, they must be notified to us in writing within a further week. If such an indicator does not apply the software in respect to any defects with the contract.
- 3 Defects that despite proper verification by the customer could not be found, must be immediately notified in writing within eight days of knowledge of the defect or from the date of negligent ignorance. If such a term does not display the proper form or the goods or software shall also in view of the defect with the contract.
- 4 It is the responsibility of the customer, the operation of the working environment to ensure the software. We assume no responsibility for the applicability, usability and functionality of goods supplied by us or third party software with hardware, in other systems, equipment, etc.. The compatibility of the delivered goods and software with other software or systems is not guaranteed. Lack of compatibility is not a defect.
- 5 For entrepreneurs, we guarantee for defects in the goods at our option by repair or replacement. If the repair is unsuccessful, the buyer may reduce or cancel the contract. Withdrawal is not possible with only minor defects. In addition to withdrawal after unsuccessful repairs, the buyer is not entitled to claim damages for the defect. If the buyer after a failed repair damages remains - if reasonable - the product with the customer. The compensation is limited to the difference between purchase price and the value of the defective item. This does not apply if the infringement was fraudulently concealed.
- 6 For entrepreneurs, is basically a condition of the goods and / or software only our product description or manufacturer's product description as agreed. Public statements, recommendations or advertisements of the manufacturer do not contractual specification of the goods dar.
- 7 If the customer receives defective assembly or installation, we are committed only to the subsequent delivery of a faultless guide. A defect-free assembly instructions must be delivered only if their lack of proper installation or assembly precludes. Further claims are excluded.
- 8 Sold as is, the customer generally not by us. Manufacturer warranties are not affected. In individual cases, guarantees are in writing.
- 9 The limitation period for claims for defects is 2 years and begins with the delivery of goods. For software, the limitation period begins at the end of § 8 para 2 above two-week period. This deadline applies only to claims under the warranty. Claims for a separately granted warranty will remain unaffected. Guarantee and warranty period will, in this case, after each relevant guarantee of Vision Systems.
- 10 We use components from well known manufacturers. If contrary to checked specifications one of such parts exhibits deviating behaviour and influences the overall function of the system, then this is considered a general risk and as such not covered by the warranty.

## § 9 Limitation of Liability

We are liable for all damages public transport for whatever legal reason, including breach of contract (including legal and material defects) and tort public transportation only in accordance with the following provisions, the regulations shall apply to claims for compensation for wasted expenditure. The scheme of the §8 No. 5 of these terms and conditions will remain unaffected:

- 1 With resolution, claims under the Product Liability Act or to a loss of life, limb and health, we are liable under the law. The same applies in case of fraudulent concealment of a defect and if we have taken one of the following liability limitation conflicting guarantee for the quality of contractual performance.
- 2 In case of gross negligence, our liability is limited to replacement of the typical and predictable damage. This restriction does not apply if the damage was caused by legal representatives or executive employees.
- 3 With slightly negligent breaches of duty or negligence, we shall only be liable if an essential contractual obligation was breached. In these cases, our liability is limited to the type of foreseeable, typical, direct average damage. This also applies to minor or simple negligence by our legal representatives or agents. In all other cases of slight negligence and liability is excluded.
- 4 Strict liability for a delay occurring during the deterioration or occurring during the delay destruction of the goods our liability also to the predictable, contract typical, direct average damage is limited.
- 5 As far as action based on factual or legal defects of the goods supplied are based, shall expire unless a case of § 9 No. 1 has been committed within two years after delivery or after installation of the software. The provision of Section 1 438 1 a) BGB remains unaffected. All other claims for compensation barred against us, if there is not a case of § 9, No. 1 still strikes us grossly negligent behavior of the load within two years from the end of the calendar year, originated in which the claim and has obtained the customer becomes aware or without gross negligence, deliberate actions. Regardless of the knowledge of the customer or grossly negligent ignorance barred such claims in six years from their inception.

## § 10 Export

We point out that some products that are listed in our offers, order confirmations or price lists, according to the laws of the Federal Republic of Germany require an export license or can be. The risk of failure to grant an export license to the customer. Information on the existence of a permit requirement must be justified by us without obligation and no contractual or other claims.

## § 11 Final provisions

- 1 The laws of the Federal Republic of Germany shall apply. Provisions of the CISG do not apply.
- 2 Jurisdiction for all disputes arising under this contract is Norderstedt, if the customer is a merchant, legal person of public law or public law special fund. This also applies if the customer has no general jurisdiction in Germany or domicile or habitual residence at the time of action are not known. We may, however, the purchaser at his own venue to sue.
- 3 If any provision of the contract with the customer including these terms and conditions be completely or partially invalid, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose economic result comes closest to the ineffective.