

General Terms and Conditions of Business

Section 1: General Provisions

1. The written declarations made by both Parties shall serve as the basis for determining the scope of the delivery or service. All deliveries and services shall be made on the basis of the present Terms and Conditions together with any separate contractual agreements. This shall apply equally to any future contracts, even if no explicit reference is made to the present General Terms and Conditions. The Customer's conditions of business and of sale shall not apply; we shall not be bound by them even in the event that we do not explicitly contradict them in each case.
2. A Customer is defined as any Party performing its commercial or self-employed commercial activities in concluding the contract, and/or which represents a legal entity under public law or qualifies as a special fund.
3. The written declarations made by both Parties shall serve as the basis for determining the scope of the delivery or service (hereinafter referred to as 'deliveries').
4. The Customer shall have a non-exclusive right to use the standard software, including the agreed features, in unaltered form on the agreed devices.
5. Partial deliveries are permitted provided they are reasonable from the point of view of the Customer.

Section 2: Offer and conclusion of contract

1. Until such time as a contract is concluded, any information provided by us regarding our services and our prices shall remain non-binding and subject to alteration at any time. Such information represents an invitation to treat only. By placing an order for the goods or works concerned, the Customer shall be deemed to have made a binding offer to conclude a contract. The contractually agreed advance payment shall also be considered proof of an order having been placed. Mutual legal transactions shall take place only upon receipt of a written order confirmation drawn up by us, and in any case not later than at the point at which the goods are dispatched.
2. To the extent that any sales staff or trade representatives make any oral ancillary agreements or give any assurances which go beyond the scope of the written purchase contract, such agreements or assurances must be confirmed in writing by us at all times.
3. Any descriptions, documentation, drawings or illustrations of goods offered by us, as well as price lists, printed materials, catalogues or our own data storage devices, have been produced by us to the best of our knowledge. Any details given therein are non-binding unless certain characteristics are stated to be binding, explicitly and in writing. In the event that deliveries are made on the basis of drawings or other information provided by the Customer, and where doing so leads to an infringement of the protective rights of third parties resulting in a claim on our part, the Customer

must indemnify us against any claims made by the holder of the protective rights concerned. The Customer shall be obliged to pay to us an appropriate supplement to cover any procedural costs, if requested to do so.

4. VAT-exempt billing for intra-Union customers can only be carried out if we have received a tax declaration from the Customer, including an EU VAT ID number. Should the Customer fail to pay duties or taxes, we shall be entitled to issue the Customer with an additional invoice.
5. Deliveries outside the European Union shall not be subject to VAT. The Customer shall be obliged to obtain proof of export from the customs office at the border concerned, and to send this proof to us within 14 days.
6. For prices quoted inclusive of EU customs duties, we shall be entitled to invoice in accordance with updated customs regulations, and in deviation from the purchase contract, in the event that the applicable EU customs duties are increased between the point at which the offer is submitted and the date of delivery. This provision shall apply only in the event that we were not aware of the new customs duties at the point at which the offer was submitted.

Section 3: Delivery, installation, acceptance

1. Delivery deadlines and delivery periods shall be binding only where they have been explicitly confirmed as such in writing by us. The delivery period shall not begin until such time as all the details of performance have been clarified. In the event that retrospective alterations to the contract are agreed, the delivery deadline must be renegotiated.
2. We reserve the right to alter the design, shape or colour of the goods during the delivery period provided that this does not alter the function of the purchased object and that such changes are reasonable from the Customer's point of view. Changes for reasons of technical progress may be made at any time, with no requirement to provide notice.
3. We shall be entitled to withdraw from the contract should it become apparent that, despite the conclusion of appropriate contracts with our suppliers, they will not deliver the products/services to us that are necessary to perform the contract, or will not do so within a reasonable period of time.
4. Compliance with deadlines for deliveries shall be contingent upon the timely receipt of all documentation to be provided by the Customer, of any approvals and certifications required (in particular of plans), and compliance with the agreed terms in respect of payments and any other obligations on the part of the Customer. In the event that these requirements are not met in a timely manner, the timescales shall be extended accordingly, except where the delay can be attributed to us.
5. Where the delivery by us constitutes an import transaction, our obligation to deliver shall be additionally subject to the timely receipt of monitoring documentation and import approvals for any materials required to produce the goods concerned.

6. In the event that, at the Customer's request, dispatch or delivery is delayed by more than one month following notification of readiness for delivery, the Customer may be charged a storage fee for each month of storage commenced. This fee shall amount to 0.5% of the net price of the objects to be delivered, up to a maximum of 5%. The contractual Parties shall retain the right to demonstrate that greater or lesser storage costs have been incurred.
7. In the event that prerequisites determined for installation (such as electricity or network connections, the right to install system software, the nomination of an appropriate point of contact within the Customer's organisation, etc.) are not in place, the Customer shall be liable for any additional costs incurred as a result (such as travel costs, overnight accommodation, overtime, etc.).
8. The Customer shall not be entitled to refuse to accept deliveries as a result of minor defects. Specifically, a defect shall be deemed to be minor in the event that it does not restrict the ability to make use of the contractual service, or does so only to an insignificant extent.

Section 4: Prices and payment

1. Our prices are given in euros unless otherwise agreed.
2. Unless otherwise stated in the order confirmation, the prices apply for deliveries from Rodewald (Lower Saxony, Germany) or our nominated storage location. They do not include setup, commissioning and installation costs (see separate installation terms and conditions), nor do they cover packing, freight, import duties, postage or insurance costs. The Customer will be invoiced for these costs separately.
3. All payments must be made exclusively to us for the purposes of discharging obligations.
4. Unless expressly agreed to the contrary in writing, all payments must be made in full and without deductions immediately upon receipt of the delivery concerned. We reserve the right to demand cash payments on delivery or advance payments at our discretion. Where delivery on open account (term of credit) is requested, we must be in a position to carry out a credit check.
5. VAT will be charged at the rate applicable at the time the service is provided. In the event that the rate of VAT is changed during the term of the contract, the periods during which each rate of VAT applies shall be deemed to have been agreed separately.
6. In the event that setup or installation has also been agreed, and unless agreed to the contrary, the Customer shall bear all necessary incidental expenses, including travel costs, the cost of the transporting the equipment and personal baggage and subsistence allowances, in addition to the contractually agreed remuneration.
7. The Customer shall be entitled to offset through counter-claims only in the event that, and to the extent that, such counter-claims are uncontested or have been legally recognised in a final ruling. This shall apply equally to the assertion of rights to

- refuse performance and assertion of rights of reservation by the Customer.
8. In the event that the Customer falls culpably into arrears with regard to the payment of a significant sum, the contractually agreed purchase price and/or the contractually owed remuneration shall become due for payment immediately. This provision shall apply equally in cases where, following the conclusion of the contract, it becomes clear that our claim for payment is jeopardised by the Customer's lack of ability to pay, or where other circumstances arise subsequent to the conclusion of the contract suggesting a significant deterioration in the Customer's ability to pay. In such cases we shall also be entitled to make use of the rights granted to us pursuant to Section 321 Bürgerliches Gesetzbuch [German Civil Code – BGB].

Section 5: Dispatch and passing of risk

1. Risk shall pass to the Customer at the point at which the object to be delivered leaves our storage facility (warehouse ramp). This also applies where partial deliveries are to be made or where we have also agreed to provide other services, such as payment of dispatch costs or delivery to the premises and setup work. If a formal acceptance is to take place, risk shall be deemed to have passed upon acceptance. This acceptance must take place without delay and at the agreed time, or alternatively following notification that the object concerned is ready for acceptance. In the event of a minor defect, the Customer shall not be entitled to refuse acceptance.
2. In the event that dispatch or acceptance is delayed or fails to take place as a result of circumstances for which we are not responsible, risk shall pass to the Customer on the date on which notification of readiness for dispatch and/or readiness for acceptance is issued.
3. The goods will be dispatched non-carriage paid. In the event that we have agreed to bear transport costs, we shall be entitled either to deliver carriage paid, or to reimburse freight costs envisaged under the contract. Additional costs which may arise as a result of expedited, express or air freight delivery services requested by the Customer, or because of particular characteristics of the goods, shall be charged to the Customer in all such cases. This provision shall apply equally to additional freight costs associated with deliveries over longer distances than those stipulated in the contract. Unless agreed to the contrary, the dispatch route and delivery method used shall be of our choice.
4. In the event that dispatch is delayed at the request of the Customer, or as a result of any fault on the part of the Customer, the costs associated with storing the goods shall be borne by the Customer. Under such circumstances, notification of readiness for dispatch shall be deemed equivalent to dispatch itself. Otherwise risk shall generally pass to the Customer when the goods are transferred to a haulage or delivery company, and shall pass in any case no later than the point at which the goods leave the storage facility.
5. Desired packaging, or packaging we deem essential (cardboard cartons or boxes) will be charged and will not be retrieved. Any reduction of the final billed price to cover proportionate recycling costs or fees incurred by the Customer is excluded.
6. In the event of damage in transit, our terms of insurance shall be binding on the

Customer and are deemed an integral part of the purchase contract. Reporting deadlines must be observed and complied with at all times. These deadlines are currently set at two (2) working days. If damage is identified, the Customer shall be subject to a duty to cooperate. The Customer must take all necessary measures in order to minimise any damage as far as possible. Any damage assessment and loss adjustment assessment shall be carried out by us or by our authorised representative. The Customer shall not be entitled to refuse payment in the event of damage. Indeed, the full sum invoiced by us shall be due by the same deadline as it would have been had no damage been sustained.

Section 6: Arrears, non-performance

1. In the event that we fall into arrears with regard to the provision of a contractually owed service, the Customer shall initially be entitled to set us an appropriate period of time within which the service must be provided. Should this period expire fruitlessly, the Customer shall be entitled at its discretion to withdraw from the contract and to demand compensation within the terms set out in Paragraph 2 (Compensation) below in lieu of the service.
2. In the event of arrears, where damage is incurred as a result of such arrears, the Customer shall be entitled to flat-rate compensation as follows:
 - a) From the eighth calendar day of any arrears, for each subsequent week (defined as 7 calendar days) the Customer shall be entitled to a flat-rate payment amounting to 0.5% of the agreed net remuneration for the portion of the deliveries which could not be used for an appropriate purpose as a result of the arrears. The total sum payable in flat-rate compensation shall not, however, exceed 5% of the aforementioned net remuneration.
 - b) The total sum payable in flat-rate compensation shall be limited to 5% of the agreed total remuneration for each contract concerned.

Section 7: Claims for defects (material defects)

1. Definition – No warranty

The circumstances below shall not, by their very nature, constitute any material defect affecting the product delivered by us and/or the service provided by us:

- a) Any disruption to the operation of software in particular caused by its use within a system environment other than that contractually agreed.
- b) Any disruption caused by the unsuitability of the Customer's hardware or disruption to the Customer's hardware. This specifically includes faulty installation or commissioning of hardware; hardware defects, incompatible hardware, use on third-party hardware, faulty or defective data storage devices, outside influences such as heat, chemical or electrochemical substances and electricity, unsuitable operating materials, substitute materials, defective building works, unsuitable foundations, natural wear and

tear.

- c) Any disruption to the operation of software caused by unsuitable or improper use by the Customer. This specifically includes alteration by the Customer, faulty installation by the Customer, other forms of erroneous or careless handling.
- d) Any disruption to the operation of software which can be attributed to errors during data transfer.
- e) Any disruption to the operation of software which can be attributed to faulty, imprecise or otherwise defective definition of the requirement profile by the Customer.
- f) Any disadvantages which may be caused to the Customer because our services are not used in accordance with statutory requirements. Regarding products for electronic signature, the above provisions shall apply in particular where, for legal reasons, the electronic form is not sufficient to make a declaration or document effective. We are not under any obligation to ensure that our services are used on the Customer's premises in a way which is both legally permissible and suitable. The Customer shall bear sole responsibility in this regard.

2. No own guarantees provided – Manufacturer and supplier guarantees

Agreements regarding the quality of our services do not constitute guarantees of quality or durability within the meaning of Section 443 BGB. To the extent that we pass on to the Customer any manufacturer or supplier guarantees relating to a specific product, this does not imply that we are ourselves providing any guarantee to the Customer.

3. Minor material defects

If the defect concerned is a minor defect only, the Customer shall have no right to claim compensation for material defects by definition. This provision shall apply in particular where the use of the product delivered by us (including software) on the Customer's premises for the purpose notified to us is not restricted, or restricted to only an insignificant extent.

4. Reproducibility/ability to identify material defects

In addition, the Customer shall be entitled to claim for material defects only in the event that the defect concerned is identifiable or reproducible.

5. Exclusion of claims for material defects in used items

Where, on the basis of a contractual agreement, we have made explicitly clear to the Customer that the goods concerned are in 'used' condition, any claim for material defects on the part of the Customer shall be excluded.

6. Customer's duty of notification

The Customer is obliged to notify us immediately of any material defects (in particular therefore of disruption to operation) and, at the same time, to provide us with all information known to the Customer which may be appropriate for analysing the material defect and its causes.

7. Setting of deadlines, subsequent performance and duty of subsequent performance

In the event of any non-minor material defect, the Customer shall be entitled to set us an appropriate deadline by which subsequent performance must be completed. We may choose, at our discretion, to carry out subsequent performance by means of rectifying the defect, circumventing the defect, or arranging a replacement. Should it be appropriate to install a new release of any software in order to avoid or rectify defects, the Customer shall be obliged to do so unless this cannot be reasonably expected of the Customer on the grounds of significant deviation from the contractually agreed specifications. Subsequent performance can also be realised by providing the Customer with instructions over the telephone, in writing and by electronic means.

8. Setting of subsequent deadlines, discount, withdrawal

If we are unable to provide subsequent performance by the deadline referred to in Paragraph 7 above, the Customer shall be entitled to set an appropriate subsequent deadline. In the event that we are unable to provide subsequent performance by this subsequent deadline, the Customer shall be entitled to offset the remuneration as appropriate (discount) or to withdraw from the contract. In the event of withdrawal, we shall be entitled to claim appropriate compensation for the use the Customer has made of our delivery or service. Provided that the statutory requirements for a compensation claim obtain, the Customer shall be entitled to demand compensation as set out in Paragraph 10 below in addition to the right to exercise its right of withdrawal.

9. Expiry of claims for material defects

All Customer claims for material defects shall expire after 12 months from the date on which the statutory limitation period begins.

10. Customer's right to refuse performance

Where a material defect is notified, the Customer shall have a right to refuse performance in relation to any claims due on our part only where the justification cited in the notification of defects has been recognised by us and is not disputed.

11. Customer claims for recourse where goods are forwarded to a consumer

The Customer shall be entitled to assert claims for recourse against us pursuant to Section 478 BGB (Business recourse) only if the Customer has not reached any agreements with the Customer's end recipient over and above statutory claims for defects. In addition, the provisions of Section 7 (13) of the present Terms and Conditions shall also apply accordingly to the scope of the Customer's claim for recourse against us pursuant to Section 478 (2) BGB.

12. Substitution of products

To the extent that products have to be substituted in order to satisfy the Customer's claims for defects, ownership of the product substituted (hereinafter referred to as the 'substituted product') shall pass to us, provided it is not covered by the reservation of ownership and is not already in our possession. The Customer confirms that the substituted product is in its original condition. The replacement made available by us may be a used product, provided it is in fully functional condition. It shall have at least the same functionality as the substituted product. Prior to the substitution of a product or any component the Customer shall remove all additional facilities, parts, options and alterations not delivered by us. The Customer further confirms that the substituted product is not encumbered by third-party rights which might militate against its substitution.

13. Services outside the scope of the contract

Where the Customer is provided with technical documentation, software or other data without there being any contractual obligation to do so, the Customer shall take delivery of such items in the condition offered. Such documentation, software and data shall no longer be maintained by us and may already be technically obsolete; in incorporating the present Terms and Conditions into the contract, the Customer confirms that it is aware of this. Any claims for material defects by the Customer in relation to such documentation, software and data shall not be considered.

14. Concluding provision

In the event of material defects, any claims by the Customer beyond those regulated in the present Section 7 (and references) shall not be considered.

Section 8: Claims for defects (defects of title)

1. Unless otherwise agreed, we are obliged to carry out the delivery in the destination country only, free of commercial protective rights and third-party copyright (hereinafter referred to as 'protective rights'). Should we fail to meet this obligation, the provisions set out in Paragraphs 2 to 7 below shall apply. For Customer claims for all other defects of title, Section 7 of the present Terms and Conditions (reference to the provisions regarding material defects) shall apply.
2. In the event that a third party asserts justified claims against the Customer based on a claim that our services – assuming these have been used by the Customer in accordance with the contract – infringe third-party protective rights, we shall be obliged to do one of the following, at our own expense and at our discretion:
 - To alter or replace our service such that it does not infringe the protective right concerned, while ensuring it continues to demonstrate the contractually agreed characteristics in terms of performance and function in a way which is reasonable from the Customer's point of view.
 - To indemnify the Customer from any licence fees or similar payable to the third party for the use of the service.

3. In the event that we are unable to resolve the problem as set out in the foregoing Paragraph 2, or cannot do so under reasonable and appropriate conditions, we shall inform the customer of this fact and forbid the Customer to use the service affected by the third-party protective right. The Customer shall be obliged at our discretion either to delete the service, including all copies and documentation, immediately (this shall apply for software in particular) or to surrender the service to us without delay. Under such circumstances, the Customer may not continue to use the service, and must ensure there is no further infringement of the third party's protective rights.
4. Under the circumstances described in Paragraph 3 (situation cannot be rectified) we shall be obliged to refund to the Customer the remuneration paid to us by the Customer for the service affected by the third party's protective right. However, we shall be entitled to deduct an appropriate sum from this amount in order to reflect the time during which the Customer used our service. We shall be held liable for any further damage incurred by the Customer as set out in Section 9. The Customer shall be obliged to make an evidential declaration to the third party stating that discontinuing the use of the service does not imply any admission of the alleged infringement of the protective right.
5. Where any infringement of protective rights is the sole responsibility of the Customer, any claims under Paragraphs 1 to 4 above are excluded. This shall apply equally where and to the extent that the infringement of protective rights is caused solely by a use on the part of the Customer which we could not have foreseen, or by the fact that our delivery/service has been changed by Customer or has been used together with products which were not delivered by us.
6. In the event of infringements of protective rights, claims by the Customer regulated by Paragraph 2 above shall be covered by the provisions of Section 7 (10) and 7 (16) (regarding the right to refuse performance, unjustified complaint and recourse in the event goods are forwarded to a consumer) accordingly.
7. For all defects of title other than infringements of third-party protective rights, the provisions of Section 7 regarding material defects shall apply accordingly. This applies equally and in particular to the expiry period for claims (Section 7 (9)).
8. In the event of defects of title, any claims by the Customer beyond those regulated in the present Section 8 (and references) shall not be considered.

Section 9: Other liability

1. We shall be held liable for damage caused by the culpable breach of a contractually significant duty by us (including by our statutory representatives and agents) in such a way as the attainment of the purpose of the contract is jeopardised. Where, in such circumstances, our behaviour (including that of our statutory representatives and agents) amounts to careless negligence only, liability shall be limited to the damage that might typically be expected to have been incurred as of the conclusion of the contract.

2. Further, we shall be held liable for damage attributable to gross negligence or intent on our part (including that of our statutory representatives and agents).
3. We shall not be held liable in the event of minor negligence, except where this results in the breach of contractually significant duties (cardinal duties). The liability shall be limited to twice (i.e. double) the remuneration. Liability pursuant to the German Product Liability Act (Produkthaftungsgesetz) or in cases of intent shall be unlimited.
4. The Customer shall be obliged to back up its data on a regular basis. In the event of a loss of data or changes to data on the Customer's premises caused by minor negligence on our part, we shall be held liable for the expenses associated with recovering it, on condition that the Customer had performed a proper backup of the data immediately prior to the measure which resulted in the data loss, to the extent the measure concerned typically carries a risk of data loss. In cases of gross negligence on our part, we shall be held liable for the expenses associated with recovery such as would have been required had the Customer performed a proper backup of the data concerned. Even in such cases, we shall not be held liable for any additional recovery expenses which can be attributed to the lack of proper data backup by the Customer. This provision shall not apply to liability in the event of intentional acts.
5. With regard to our liability in the event of arrears, material defects and defects of title, the appropriate provisions under the present Section 6 (for arrears), Section 7 (for material defects) and Section 8 (for defects of title) shall apply, exclusively and finally. The content of the present Section 9 shall apply only to the extent that the regulations listed above refer to it.
6. The liability provisions of the present Section 9 are not associated with any inversion or alteration of the burden of proof to the detriment of the Customer.
7. Any other liability in relation to the Customer beyond that set out in the present Section 9 shall not be considered.

Section 10: Reservation of ownership

1. We shall retain ownership of the delivered product until such time as the full purchase price has been paid. For products that the Customer receives from us as part of an ongoing business relationship, the product will similarly remain our property until such time as all demands for payment by us arising from an ongoing business relationship with the Customer have been settled, including any demands which may arise in future. Where the value of all the secured rights to which we are entitled exceeds that of all secured claims by over 20%, we shall release an appropriate portion of the secured rights at the Customer's request.
2. While our reservation of ownership remains in force the Customer shall not be entitled to pledge or cede the goods. The Customer may sell the goods on to re-sellers only as part of the normal course of business, and only on the condition that the re-seller either receives payment from its customer or asserts a reservation stating that ownership is only transferred to that customer once it has made all required payments. The Customer hereby assigns to us all the Customer's claims arising from resale, together with all subsidiary rights, to the value of all the claims

against the Customer to which we are entitled. We hereby accept the assignment. Until such time as the contract is revoked, the Customer shall be entitled to recover the assigned receivables on its own behalf. Revocation shall be valid only if the Customer falls into arrears with regard to payment.

3. Whenever the Customer works with or processes the goods, it does so on our behalf and according to our instructions. In the event that the goods are processed using any objects not owned by us, we shall acquire co-ownership of the resulting new item. Our stake shall be proportionate to the value of the product delivered by us as a percentage of the other objects used for processing. This provision shall apply equally where the product is mixed with other items not owned by us.
4. The Customer is obliged to inform us without delay of any access by third parties to the product, for example in the event of a pledge, as well as of any damage or destruction of the goods concerned. The Customer must report any change in the ownership of the goods or in the Customer's own place of residence immediately.
5. In the event of breach of obligations by the Customer, and in particular in the event of payment arrears, and following the fruitless expiry of a deadline for the Customer to fulfil its obligation, we shall be entitled to withdraw from the contract and to retrieve the goods. The statutory provisions regarding the lack of any requirement to set a deadline shall remain unaffected. The Customer shall be obliged to surrender the goods under these circumstances.
6. Where maintenance and inspection work is required, the Customer must carry out such work on a regular basis at its own expense.
7. The Customer is obliged to handle the purchased object with due care. Specifically, the Customer is obliged to ensure the item is sufficiently insured against theft, breakages, fire, water and other forms of damage to its replacement value, and to provide us with proof of having done so without delay. If the Customer fails to provide evidence that insurance has been taken out, we shall be entitled to conclude our own insurance arrangements as detailed above, at the Customer's expense.
8. In the event that the third party is not in a position to reimburse to us the court and out-of-court costs of legal action pursuant to Section 771 Zivilprozessordnung (German Code of Civil Procedure – ZPO) or of other measures required in order to protect our rights, the Customer shall be held liable for any resulting loss.

Section 11: Use of the software

1. Where software is contained within the scope of the delivery, the Customer shall be granted a non-exclusive right to use the delivered software, including its documentation. Use of the software on any system(s) other than that agreed is not permitted.
2. The Customer may duplicate, overhaul or translate the software or convert object code to source code only to the extent permitted by law (see Sections 69a et seq, Urheberrechtsgesetz) [German Copyright Act]. The Customer undertakes not to remove manufacturer's details – in particular copyright markings – or to change them without our prior express authorisation.

3. All other rights to the software and to the documentation, including copies, shall be retained by us and/or the software supplier. Sub-licences may only be granted by prior written agreement.
4. In addition, the software manufacturer's licensing terms and conditions shall also apply to third-party products; the Customer hereby declares its agreement with these terms and conditions.

Section 12: Disposal of old devices

1. The Customer shall bear the costs of uninstalling the delivered objects from the site, as well as of their transport from the site and disposal. This shall apply in particular to electrical devices pursuant to the German Elektroggesetz (Electric and Electronic Equipment Act – ElektroG) of 16 March 2005 (Federal Legal Gazette 2005 Part I No. 17 of 23 March 2005). Where the Customer moves the delivered items to a non-EU Member State, it must comply with the national regulations transposing Directive 2002/96/EC of 27 January 2003 (WEEE).
2. The Customer shall retain the right to dispose of the delivered objects at their own risk, in compliance with the requirements of the ElektroG. At the Customer's request, signotec (or a third party commissioned by signotec) shall provide this service, which shall be chargeable at the signotec disposal rates in force at the time the service is rendered.
3. Where electronic devices are transferred to third parties, the Customer undertakes not to transfer these delivered objects to private households within the meaning of Section 3 (4) ElektroG, either free of charge or for a fee. In addition, the Customer undertakes to ensure that the third party is bound to bear disposal costs, including transport costs, and is forbidden to sell to private households in accordance with the present clause. In the event of onward transfer, the third party must also ensure the end customer is similarly bound by this clause.
4. The Customer shall exempt signotec and its subsidiary companies from any claims that third parties may assert against signotec in association with the disposal and transportation of the delivered objects and/or which may arise against signotec as a result of disposal and transportation of the delivered objects from the site.
5. The foregoing obligations shall remain in force beyond the expiry of the main contract.

Section 13: Place of jurisdiction, choice of law, fulfilment location

1. If the Customer is a Registered Trader (Vollkaufmann) under German law, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be Düsseldorf, Germany. Places of exclusive jurisdiction shall remain unaffected by this provision. For all customers which do not have a general place of jurisdiction within Germany, Düsseldorf shall be the place of exclusive jurisdiction.
2. The business relationship between the Customer and ourselves shall be exclusively

subject to the law of the Federal Republic of Germany. Any applicability of the United Nations Convention on the International Sale of Goods or other international agreements is excluded.

3. The place of fulfilment shall be our registered headquarters, provided that the law does not mandate another location or another location has been effectively agreed.

Section 14: Final provisions

1. Should any provisions of the contract concerned be or become legally ineffective or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions of the contract. The Parties to the contract shall replace the ineffective or unenforceable provisions with a provision which comes as close as possible to the original intention of the Parties to the contract. The same shall apply in the event that any gaps are found within the contract.
2. Ancillary agreements to the present contract are invalid. Unless expressly provided otherwise in the contract or the General Terms and Conditions, alterations and supplements, along with any ancillary agreements, shall be deemed ineffective unless made in writing and signed by both Parties to the contract.
