

**ComS.I.T. AG**  
**General Terms of Business and Delivery**

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## **1. Area of Application**

1.1 Die following General Terms and Conditions (GTC) of ComS.I.T. AG shall apply to any and all purchase agreements concluded between ComS.I.T. AG and their customers. Any deviating GTC of the customer shall apply only if ComS.I.T. AG confirmed their validity in written form.

1.2 ComS.I.T. AG shall be entitled to adjust their GTC for any future business transactions at any time. The respective current version of the GTC shall apply as set forth on the website [www.com-sit-com](http://www.com-sit-com).

## **2. Conclusion of the Agreement**

The purchase agreement shall be entered into by written confirmation of the order or on supply of the ordered goods, unless the parties hereto agree explicitly on another procedure.

## **3. Delivery**

Delivery shall take place either ex warehouse or ex works at the risk of the customer. Delivery shall be made to the location agreed upon. In the case of modified instructions, the customer shall bear any resulting costs. Unless agreed otherwise, deliveries shall be deemed ex warehouse, without packaging.

Any delivery dates promised for the delivery of the goods shall only be shipping dates. The time of shipping designated by us shall begin upon the goods leaving the warehouse or manufacturer's facilities. We reserve the right of correct and punctual self-supply. Force majeure or administrative measures, as well as strike or lockout, preventing ComS.I.T. AG from a timely supply without their own fault, shall entitle both ComS.I.T. AG and the customer to extend the term of delivery by the duration of the impediment, but not exceeding three weeks, without resulting in any claims for damages. Upon expiry of that period of time, both the customer and ComS.I.T. AG shall be entitled to withdraw from the agreement.

Moreover, ComS.I.T. AG shall be entitled to partial deliveries, except where this cannot be reasonably expected of the customer.

## **4. Prices and Terms of Payment**

The services of ComS.I.T. AG shall be subject to the respective current price list at the time the order is placed. This list can be obtained on the Internet under the domain [www.com-sit-com](http://www.com-sit-com). The statutory value added tax shall be indicated and calculated separately.

Invoicing shall take place after the order has been placed. The invoice amount for customers having closer business relationships with ComS.I.T. AG shall be due within thirty (30) days following receipt of the invoice. In the event of a first-time purchase, the customers shall

fundamentally pay the invoice in advance. Furthermore, granting of any cash discounts shall be conditional on the bank account of the customer not showing any other invoice amounts due for payment. Only the value of the goods shall be subject to cash discount, without freight or shipping costs.

Bills of exchange and checks shall be accepted only by way of payment. Discounting charges, bill charges and costs shall be borne by the customer

If the customer is in delay, ComS.I.T. AG shall be entitled to charge default interest in the amount of 8% above the respective base interest rate. ComS.I.T. AG shall reserve the right to assert any further damage.

Even if any counterclaims have been set up, the customer shall be entitled to set-off only if such counterclaims have been established as legally effective and undisputed.

## **5. Retention of Title**

Until fulfilment of any and all claims arising from the business relationship with the customer, irrespective of their legal grounds, any goods delivered shall remain the sole property of ComS.I.T. AG. The customer shall be entitled to sell the goods subject to retention of title within the framework of his or her ordinary course of business. In the event of any sale of the goods delivered, the customer shall hereby assign to ComS.I.T. AG in advance any claims arising from the sale. In the event of a delay in payment, ComS.I.T. AG shall be entitled to prohibit the resale of the goods subject to retention of title. The right to resale shall not apply in case the customer becomes insolvent or any bankruptcy proceedings are initiated over his or her business assets.

If the customer processes any goods subject to retention of title into another moveable item, processing shall take place without this imposing any obligation on the part of ComS.I.T. AG. The new item shall become the property of ComS.I.T. AG. In the case of processing with goods that do not belong to ComS.I.T. AG, ComS.I.T. AG shall acquire joint ownership of the new item in accordance with the proportion between the value of the goods subject to retention of title and the other goods at the time such processing takes place. If the goods subject to retention of title are joined, mixed or combined with goods that do not belong to ComS.I.T. AG pursuant to Sections 947 and 948 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), then ComS.I.T. AG shall obtain joint ownership in accordance with legal provisions. If the customer acquires sole ownership by joining, mixing or combining the goods, then he or she shall hereby assign to ComS.I.T. AG joint ownership in accordance with the proportion between the value of the goods subject to retention of title and the other goods at the time such joining, mixing or combining takes place. In these cases, the customer shall store the goods owned or jointly owned by ComS.I.T. AG which shall also be deemed to be goods subject to retention of title within the meaning of the following provisions free of charge.

Despite the assignment of the claim, the customer shall be revocably entitled to collect the claims resulting from the sale of the goods for an undefined period of time. If the customer does not fulfil his or her contractual obligations towards ComS.I.T. AG, in particular, if he or she gets into default of payment, then ComS.I.T. AG shall be entitled to withdraw from the agreement after setting an appropriate term of payment and to demand the return of the goods

subject to retention of title. ComS.I.T. AG shall then also be entitled to demand compensation from the customer for the damage incurred to them.

The customer shall not be entitled to any other disposal of the goods subject to retention of title or to any disposal of the claims assigned in advance. In particular, the goods subject to retention of title and the claims assigned may neither be pledged to any third parties nor assigned by way of a security nor transferred without the prior approval of ComS.I.T. AG. The customer shall notify ComS.I.T. AG about any seizure measures or other impairments of the rights of ComS.I.T. AG by any third parties without delay, forward any documents necessary to assert such rights (e.g. copy of the seizure report), and inform the bailiff as well as the attaching creditor immediately about the title and other rights of ComS.I.T. AG.

If the value of the securities granted to ComS.I.T. AG exceeds their claims by more than 20%, then ComS.I.T. AG shall always be open, upon request, to release in this respect the security rights going beyond this value at their discretion. The basis for the assessment of the value of the security goods shall be the profit that could be achieved by ComS.I.T. AG liquidating the collateral, less the incurred costs. In so far as this value cannot (yet) be determined, the value of the net purchase price of the goods concerned minus 20% of this value shall apply. For each year after the purchase of the individual goods, this value has to be reduced by another 20% discount. The value added tax due shall not be taken into account in the valuation.

The customer shall be obliged to insure and keep insured the goods subject to retention of title in an appropriate amount against fire, water and other risks at his or her own expense. Upon request, the customer shall provide ComS.I.T. AG with evidence about the conclusion of the insurance policy and the current premium payments. The customer shall hereby assign to ComS.I.T. AG any and all claims resulting in the event of damage, destruction or loss of the goods, in particular insurance claims.

## **6. Warranty**

The warranty shall not apply to improper handling or utilisation as well as further use of any damaged goods. The warranty shall expire if any third parties repair or modify the goods or if the instructions for use are disregarded.

In the event of any defect, ComS.I.T. AG may at their choice either repair such defect or supply an item free of defects. If even repeated repair or replacement delivery failed, the customer may demand an appropriate reduction of the purchase price according to the decrease in value or withdraw from the agreement. Any replaced parts shall pass into the ownership of ComS.I.T. AG. Any claims for damages shall be exclusively determined in accordance with Section 7.

Any reference to DIN standards shall generally contain the detailed description of the goods and shall not constitute any agreed quality of the goods on the part of ComS.I.T. AG, unless such quality agreement has been made explicitly.

The customer shall be obliged to immediately examine the goods upon delivery for any obvious defects, and to inform ComS.I.T. AG about such defects in writing, at the latest, however, seven (7) days following receipt. Should the customer fail to notify a defect in due

time within this period, then any warranty shall expire and the goods shall be deemed to be free of defects and accepted in accordance with the agreement.

The customer shall be obliged to notify ComS.I.T. AG in writing about any apparent or hidden defects as soon as such defects become obvious, at the latest, however, within the statutory warranty period. If ComS.I.T. AG is not informed about such a defect in time, then any warranty shall cease to apply.

Moreover, the customer shall be obliged to verify whether the goods supplied by ComS.I.T. AG are also suitable in the field for the intended use of any third parties or the customer, in particular in connection with other components and systems.

Apart from that, the customer may retain payments due to a defect only in an appropriate part proportionate to the amount of the purchase price, in so far as such a defect exists without any doubt. In the event of insignificant defects, the customer shall not have the right to reduce the purchase price. The costs incurred due to any disassembling of the defective goods and/or assembling of goods free of defects shall not be borne by ComS.I.T. AG.

Moreover, the warranty shall not include any minor, technically unavoidable deviations as regards quality, colour, width and weight as well as minor changes of the purchase goods in the course of a technical renewal.

The limitation period shall be exclusively determined in accordance with Section 8.2.

## **7. Liability**

7.1 Any claims for damages of the customer, with the exception of claims for damages resulting from injury to life, limb or health as well as the violation of any primary contractual rights and obligations (so-called cardinal obligations), shall be excluded to the extent that they are not based on intent or gross negligence on the part of ComS.I.T. AG or their legal representatives or vicarious agents. In the event of slight negligence, the liability of ComS.I.T. AG shall be limited to the contract-typical, foreseeable damage. Moreover, ComS.I.T. AG shall not be liable for any damage not caused to the delivery item itself and indirect consequential damage caused by a defect as well as for claims for loss of profit and other economic losses caused to the customer.

7.2 The above mentioned provisions shall apply to any and all claims for damages, irrespective of their legal grounds.

7.3 Any liability as manufacturer according to the German Product Liability Act shall remain unaffected by the regulation stipulated in Section 8.1 above.

## **8. Statute of Limitation**

8.1 Any claims for damages of the customer due to culpable injury to life, limb or health and/or due to intent or gross negligence on our part or on the part of our legal representatives or vicarious agents as well as due to defects that were maliciously concealed, shall become

time-barred within the statutory periods. The same shall apply if ComS.I.T. AG assumed any warranty for the quality of the goods. The statutory periods shall also apply to defects in a building or for items which have been used for a building in accordance with their customary use and which thus caused the defectiveness of the latter.

8.2 Any other claims of the customer shall become statute-barred within one year following the date of delivery.

## **9. Revocation**

If the customer is a consumer, he or she may revoke his or her order placed with ComS.I.T. AG. The revocation is to be made in writing or by returning the goods within two weeks. The cancellation period shall be deemed to have been observed by timely sending the revocation to ComS.I.T. AG, Hartshausen 8, Freising, Germany. In the case of orders up to an amount of € 40.00, the customer shall bear the regular costs of the return. The period of revocation shall begin only after this information has been provided by the consumer, as well as after the consumer has been given clear instructions about his or her right to revoke, however, not before the day on which the customer receives the goods.

## **10. Place of Fulfilment, Place of Jurisdiction**

If the customer is a businessman in terms of the German Commercial Code (*Handelsgesetzbuch, HGB*), then the place of fulfilment and the place of jurisdiction for any and all disputes between the parties arising from the contractual relationship shall be Freising, Germany.

## **11. Choice of Law**

The laws of the Federal Republic of Germany shall apply.

## **12. Handling of Data**

The Customer shall agree that the cancellation period shall be deemed to have been observed by timely sending the revocation to ComS.I.T. AG may collect, process and use his or her data within the framework set by the purpose of the purchase agreement. ComS.I.T. AG shall comply with the relevant provisions on data protection.

ComS.I.T. AG will not pass on any personal customer information to any third parties. This shall exclude service partners who need access to this data in order to carry out orders. However, they shall only obtain the necessary minimum of the data transferred.

The customer shall make his or her declaration of consent by sending the data via the completed input mask. The customer shall have the right to revoke his or her consent at any time with effect for the future. Furthermore, after having entered his or her password, the customer shall be entitled to inspect the existence and scope of the data stored about him or her on the website intended for this purpose or following his or her respective written or electronic notification to ComS.I.T. AG.

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