

General terms and conditions of Publitec Präsentationssysteme & Eventservice GmbH

1. General, scope

The following terms and conditions apply exclusively to our quotations, deliveries and services arising from purchase, works or service provision contracts and other contracts.

In addition, the Publitec GmbH terms and conditions of rental and terms and conditions of purchase also apply. Any general terms and conditions of the customer are excluded.

2. Quotation, order confirmation

2.1 Unless otherwise expressly agreed, quotations are subject to change. Mass-produced goods are generally sold on the basis of samples or graphic representations.

2.2 Subsequent changes made to the subject of the agreement at the request of the customer will be charged to the customer at cost.

3. Prices and payment

3.1 The prices agreed at the time of the signing of the contract apply.

3.2 Shipping and transportation costs will be billed separately, unless free delivery is expressly agreed.

3.3 All prices are subject to the statutory VAT applicable at the time. Payments may only be made to us or to persons authorised by us in writing. Special services going beyond those included in the contract and the purchase price, and additionally agreed work, such as additional installation work, will be billed separately at a reasonable price and must be paid at the latest upon acceptance.

3.4 The customer is only entitled to offset claims that are legally established or undisputed.

4. Delivery

4.1 Scheduled dates are only binding if they have been expressly confirmed by us in writing. Unforeseen circumstances and events such as acts of God, governmental actions, the refusal of approvals by the authorities, labour disputes of any kind, sabotage, lack of raw materials, delayed provision of materials not due to fault, war, riots, etc., postpone the delivery date accordingly, even if they occur during an already existing delay.

4.2 We are entitled to make partial deliveries, unless partial deliveries are of no use to the customer.

4.3 If we ship the subject of the agreement at the customer's request, this is done at the expense and risk of the customer. For all deliveries, the risk of loss of the goods will be transferred to the customer upon delivery to the shipper, the carrier or person otherwise assigned the task of shipping. This does not apply if the customer is a consumer.

5. Retention of title

5.1 Any goods delivered by us remain our property until full payment of the purchase price.

5.2 The retention of title applies until full settlement of all claims resulting from the business relationship (extended retention of title). Any disposition by the customer over the goods subject to retention of title is only permitted within the scope of the ordinary business activities of the customer. In no case may the goods be assigned to a third party by way of security in the course of ordinary business activities. In the event that the goods are sold in the course of ordinary business activities, the purchase price paid takes the place of the goods. The customer hereby assigns any claims resulting from a sale to us. The customer is entitled to collect these claims itself provided that it fulfils its payment obligations to us. With regard to the extended retention of title (advance assignment of the respective purchase price), an assignment to third parties, in particular to a credit institution, constitutes a breach of contract and is not permitted. We are entitled to check the customer's sales documents at any time and to inform its buyers of the assignment. If the customer's claim is in a current account, the customer hereby assigns its claim in the current account against its buyer to us. The assignment amounts to the sum that we charged the customer for the resold goods subject to retention of title. In the event of seizure of the goods at the customer's place of business, we are to be informed immediately by sending a copy of the compulsory execution order and a sworn statement relating to it, stating that the seized goods are goods delivered by us and subject to retention of title. If the value of the securities pursuant to the preceding paragraphs exceeds the amount of the outstanding claim thereby secured, after the deduction of security costs, by more than 10% for a foreseeable period, the customer is entitled to request the release of the security by us in the amount that exceeds the claim.

6. Default, impossibility, withdrawal

If we are in default with respect of the transfer of an item and if the default involves a case of gross negligence or intent on our part, we will reimburse the customer for any resulting damages. In cases of ordinary negligence, customer claims are excluded.

7. Assembly work

7.1 Goods are assembled only pursuant to express additional orders and on the condition that adequately prepared premises are available for the assembly. Any necessary preparations are not our responsibility and, where applicable, are charged separately following the assignment of this task. Our staff are not authorised to carry out tasks that go beyond the agreed delivery, installation or assembly of the goods.

7.2 If we carry out maintenance or repair work, this is done exclusively pursuant to the relevant conditions, which constitute an addition to these general terms and conditions.

7.3 Our maintenance and repair activities are services. The prices are based on the currently valid price list for services. Travel costs, material costs and the like are billed additionally, based on our respective price lists. Travel time for our staff is regarded as working hours and will be remunerated according to the price list for services.

7.4 If the customer requests a cost estimate, we will examine the item and then prepare an estimate. The cost of this examination is to be borne by the customer. The examination will be charged at cost and may only be offset in the context of a repair or maintenance contract if this has been expressly agreed in advance.

8. Warranty

8.1 We provide a 12-month warranty for newly manufactured goods; no warranty is provided for used goods.

8.2 The customer must inspect the goods supplied immediately for defects and inform us in writing of obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. The timely sending of such notification will be considered to constitute compliance with this deadline. The customer will bear the full burden of proof for all claims, in particular for the defect itself, as well as for the time of discovery of the defect and for the timely issuing of the notification of the defect. Notifications of defects will only be recognised by us if they have been communicated in writing. Notifications of defects given to field staff, carriers or other third parties do not constitute timely notification in the correct form.

8.3 We are liable for damages arising from defectiveness of the goods only if the defectiveness is attributable to an at least grossly negligent breach of obligation by us, our legal representatives or our vicarious agents. The above restriction expressly does not apply if liability for damages resulting from injury to life, limb or health is based on a culpable breach of duty by us, our legal representatives or our vicarious agents.

8.4 With respect to rented items, customer claims relating to initial defects, pursuant to § 536a BGB, are excluded. The customer is advised to carry out an intensive examination of the rented item upon receipt.

9. Handling of third party warranties

Warranties are promises as to performance provided by the manufacturer to the customer. They therefore do not constitute any obligation on our part. The customer is therefore obliged to put in place, at its own expense, the conditions allowing it to exercise its rights under the warranty. In particular, the customer shall bear the cost of transportation to and collection from the manufacturer, as well as assembly and dismantling, and the cost of a replacement device, if applicable.

10. Other liability for breaches of contractual obligations

10.1 Without prejudice to the provisions regarding warranties and other special provisions contained in these terms, the following applies in cases in which we have breached a contractual obligation:

We are liable for unlimited damages for our staff, vicarious agents and assistants in cases of injury to life, limb or health of persons, including in cases of slight negligence

Beyond this, we are only liable to the following extent:

10.2 The customer must grant us a reasonable grace period in which to render supplementary performance, which may not be less than three weeks. The customer can only withdraw from the contract and/or claim damages after this grace period has expired without rectification having taken place.

10.3 If we breach a material contractual obligation, in other words an obligation that is crucial for the fulfilment of the intended purpose of the contract, we are liable in cases of intent, gross negligence and slight negligence. In such cases, damages are limited to the typically foreseeable damage.

10.4 If the breach of obligation by us is not a breach of a material contractual obligation, we are liable only in cases of gross negligence or intent.

10.5 Our liability resulting from malice and under the Product Liability Act remains unaffected.

11. General

11.1 If one or more of the above conditions is or becomes invalid or should there be any gaps in the contract, the remaining conditions will remain unaffected.

11.2 The sole court of jurisdiction is, at our discretion, the location of our head office or the customer's head office. Only the law of the Federal Republic of Germany applies to any disputes. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.