GENERAL TERMS AND CONDITIONS

Status 12/2024

I. General - Oral Additional agreements - Offers

1. Our deliveries and services (hereinafter "Service(s)") shall be governed exclusively by our following General Terms and Conditions (hereinafter "Terms and Conditions"). We do not recognize your conflicting, deviating or such conditions that are not specified in these terms and conditions, unless we have expressly agreed to their validity in writing. This shall also apply if we carry out the deliveries and services without reservation in the knowledge of conflicting or deviating terms and conditions or terms and conditions not specified in our terms and conditions, or if you refer to the validity of your terms and conditions in your inquiry, in your order or otherwise in connection with the execution of the contract.
2. Our terms and conditions apply only to an entrepreneur within the meaning of § 14 German Civil Code (hereinafter referred to as „BGB“).
3. our sales employees are not authorized to make verbal side agreements.
4. Unless expressly agreed otherwise, our delivery, service and price offers are subject to change. The order shall only become binding for us if it is confirmed by us in writing or conclusively accepted by delivery or service or by issuing an invoice.
   was.
5. All contracts with you are concluded under the condition precedent that the export licenses which may be required are granted or that there are no other obstacles due to export or shipment regulations to be observed by us as exporter/shipper or by one of our suppliers.
6. Unless expressly agreed otherwise, illustrations, drawings, calculations and other product-, application- or project-related documents containing valuable know-how or valuable information shall remain our property and shall be subject to our copyright, even if we give them to you; they may not be reproduced without our prior written
   consent may not be reproduced or made available to third parties.

II. Delivery – Date of Delivery – Extension of the Delivery Period – Part Performance

1. Unless expressly agreed otherwise, the agreed time specifications for the deliveries and services are in principle not fixed dates (§ 323 Para. 2 No. 2 BGB, § 376 German Commercial Code (hereinafter referred to as „HGB“).
2. The delivery and performance period shall not commence until all details have been clarified and both contracting parties have agreed on all conditions of the contract. Prerequisites for compliance with the delivery and performance deadlines are:
   - All documents to be provided by you will be received by us in due time;
   - All permits and approvals to be obtained by you were obtained in a timely manner;
   - Your contractual obligations, in particular your payment obligations, will be fulfilled in full and on time.
3. Unless expressly agreed otherwise, the delivery period shall be deemed to have been met if the goods have left our respective factory within the agreed delivery period.
4. The delivery and performance period shall be extended appropriately if
   - the failure to meet the delivery and performance deadline is due to an event of force majeure, i.e. an unforeseen event over which we have no influence and for which we are not responsible. This shall also apply if such an event of force majeure occurs during a delay in delivery or at one of our upstream suppliers. Events of force majeure shall include, in particular, official measures and orders (whether valid or invalid), wars, revolutions, embargoes, pandemics, epidemics, fires, earthquakes, floods, storms, explosions and other natural disasters;.
   - necessary approvals or documents of third parties to be obtained by you are not available in time;
   - the required information is not provided by you in a timely manner.
5. Insofar as this is reasonable for you, we are entitled to partial deliveries and services, which we can invoice separately in each case.
   If delivery is delayed at your request or due to circumstances for which you are responsible, we shall be entitled, after notification of readiness for shipment, to charge you for the costs incurred for storage, but at least 0.5% of the invoice amount for each commenced week of delay.
   week, but not more than a total of 10% of the invoice amount. The proof that
   higher, lower or no storage costs at all have been incurred, both parties shall remain
   permitted. The statutory rights to withdraw from the contract and to claim damages shall remain unaffected.

III. Force Majeure - Cancellation - Failure of Supplier

1. Should it not be possible for us to provide the delivery and service within a reasonable period of time due to an event of force majeure (cf. Section II.4), both parties shall have the right to withdraw from the contract in whole or in part. Claims for damages due to such a withdrawal do not exist. If one party intends to withdraw from the contract for the aforementioned reasons, it shall immediately notify the other party thereof.
2. The legal consequences pursuant to Section III.1 above shall also apply in the event of subsequent impossibility of performance of the contract for which we are not responsible.
3. We shall be released from our delivery obligation if (a) through no fault of our own we are not supplied in due time with the correct goods/supplied parts ordered to fulfill the contract and (b) we have concluded a congruent covering transaction with the supplier/supplier. In such a case, we are also obligated to inform you immediately and to immediately reimburse any consideration already received from you.

IV. Retention of Title

1. Until full payment of all your present and future liabilities arising from the current business relationship with us, we remain the owner of the goods. This shall also apply if the price for certain goods designated by you has been paid. If the retention of title is subject to special conditions or formal requirements in your country, you are obliged to point this out to us and to ensure fulfillment at your expense.
2. In the event of any breach of contract by you, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand surrender of the goods on the basis of the reservation of title. The demand for surrender shall at the same time include the declaration of withdrawal. If you do not pay the purchase price due, we may only assert these rights if we have previously set you a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
3. Any combination, mixing or processing of the goods shall always be carried out on our behalf as manufacturer, but without any obligation on our part. If the (co-)ownership expires due to combination, mixing or processing, it is already agreed now that the (co-)ownership of the new item shall pass to us proportionally according to the invoice amounts of the combined, mixed or processed products. You shall hold the (co-) ownership in safe custody for us free of charge.
4. Resellers are permitted to resell in the ordinary course of business until revoked. We may revoke this right if you cease payments, if you are in default of payment or if there are actual indications of a deterioration in assets after conclusion of the contract or other facts after conclusion of the contract which justify the assumption that our claim to counter-performance is jeopardized by a lack of ability to perform. For goods to which we are entitled to (co-) ownership, you hereby assign to us by way of security your claims resulting from the resale or any other legal ground to the amount of the invoice value of the goods. At our request, you shall be obliged to provide written declarations of assignment. You are revocably authorized to collect the assigned claims in your own name in the ordinary course of business. The direct debit authorization may be revoked under the same conditions as the right to resell in the ordinary course of business.
5. Pledges or transfers of ownership by way of security are not permitted. In the event of an application for the opening of insolvency proceedings, attachment, seizure or other dispositions or interventions by third parties, you must notify us immediately.
6. If you so wish, we shall release the securities at our discretion if their value exceeds our claims by more than 10%.

V. Passing of Risk – Incoterms – Transport Insurance

1. Unless expressly agreed otherwise, delivery shall be made "ex works" (Incoterms as amended from time to time, currently Incoterms 2020) at the place specified in our offer or acceptance, or, if no place of destination is specified in our/our offer/acceptance, "ex works" Neuhausen, Germany.
2. unless expressly agreed otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to you when the goods are handed over to the transport person, but at the latest when the goods leave the delivery warehouse. This also applies if we have taken over the delivery. If the shipment is delayed due to your fault, the risk shall pass to you from the time when the goods have been notified to you as ready for shipment.
3. if internationally customary shipping and risk transfer clauses are used in the contract, these shall be interpreted in accordance with the international rules for the interpretation of customary contract formulas (Incoterms in the respective valid version, currently Incoterms 2020).
4. The conclusion of a transport insurance by us takes place only on agreement and at your expense.

VI. Claims for Defects - Obligations to Give Notice of Defects

1. The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below. In all cases, the special statutory provisions on reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u German Civil Code(BGB)) shall remain unaffected, unless an equivalent compensation has been agreed.
2. The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). Insofar as the parties have agreed on a quality and the presumed use of the goods, objective requirements for the object of purchase shall not apply in this respect.
3. The data sheet belonging to the respective product and/or the operating instructions belonging to the respective product, which are the subject of the individual contract, shall in particular be deemed to be the quality agreement in the sense.
4. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (Section 434 (3) of the German Civil Code (BGB)). Public statements made by the manufacturer or third parties on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
5. In the case of goods with digital elements or other digital content, we owe provision and, if applicable, updating of the digital content only insofar as this results expressly from a quality agreement in accordance with the above Section VI.2. In this respect, we assume no liability for public statements made by the manufacturer and other third parties.
6. We agree that in the event of a claim for subsequent performance (rectification of defects or subsequent delivery), the less expensive option shall be chosen, provided that this does not result in any disadvantages for you.
7. You shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, you shall return the defective item to us at our request in accordance with the statutory provisions; however, you shall not have a claim for return. Subsequent performance shall not include the removal, dismantling or disassembly of the defective item or the installation, fitting or assembly of a defect-free item if we were not originally obliged to perform these services; any claims by you for reimbursement of corresponding costs ("removal and assembly costs") shall remain unaffected.

8. We shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a disproportionate burden for us, in accordance with the statutory provisions and these terms and conditions, if a defect is actually present.
9. insofar as the expenses required for the purpose of subsequent performance increase due to the fact that you have taken the goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by you.
10. If it turns out in the course of subsequent performance that there is no defect, we may demand reimbursement from you of the costs incurred as a result of the unjustified request to remedy the defect if you knew or were negligent in not knowing that there was actually no defect.
11. Complaints due to incomplete or incorrect delivery must be notified to us in writing without delay, at the latest within one week after delivery (obvious defects) or discovery of the defect. Otherwise, the assertion of claims for defects shall be excluded. In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.
12. We do not agree to any restriction of your obligations to inspect the goods and to give notice of defects (in particular those arising from § 377 HGB and those arising from
Art. 38, 39 CISG) we do not agree.

13a. Claims for defects shall become time-barred within 12 months after the transfer of risk. This shall also apply to the limitation of claims under a right of recourse in the supply chain pursuant to Section 445b (1) BGB. The suspension of the statute of limitations pursuant to Section 445b (2) of the German Civil Code (BGB) shall remain unaffected; it shall end no later than five years after the date on which we delivered the goods to you. These provisions on the limitation of recourse claims and on the suspension of expiry shall not apply if the last contract in this supply chain is a consumer goods purchase.

13b. The foregoing provisions pursuant to Clause 13 lit.a shall not apply to the extent that the law pursuant to Sections 438 para. 1 No. 2, 438 para. 3, 479 para. 1 and Section 634a of the German Civil Code (BGB) prescribes longer limitation periods and to the liability for damages resulting from injury to life, body or health as well as to the liability for damages based on a wilful or grossly negligent breach of duty.

14) If a certain number of operations or switching cycles has been agreed for a product, this agreement shall apply at most until the limitation periods set forth in VI.13 above have expired. If the agreed number of operations or switching cycles for a product is reached before the expiry of the limitation periods set out in Section VI.13 above, all claims for performance and defects against us arising from such an agreement shall end. Furthermore, the agreement of a certain number of operations or switching cycles shall only be effective if the product is used under the environmental conditions described in the associated data sheet or the associated operating instructions.

15. Claims for defects are excluded, among other things, in the case of:
    - failure to examine the defect and give notice of the defect in due time and in the proper manner in accordance with Sections VI.11 and VI.12;
    - subsequent unauthorized modification of the goods, unless it can be proven that the defect did not result from these modifications;
    - defects caused by natural wear and tear, improper use or improper storage of the goods.
16. you can claim damages from us only in accordance with the provisions of Section VIII.

VII. Industrial Property Rights and Copyrights - Defects in Title

1. Unless expressly agreed otherwise, we shall be obliged to provide the deliveries and services free of industrial property rights of third parties (hereinafter "property rights") only in the country of the place of manufacture and the place of delivery. "Proprietary Rights" in this sense are patents, utility models and designs, trademarks, including their respective applications, and copyrights. If a third party asserts justified claims against you due to the infringement of Proprietary Rights by deliveries and services provided by us and used in accordance with the contract, we shall be liable to you within the period stipulated in Section VI.8 as follows:
2. At our discretion and at our expense, we shall either obtain a right of use for the deliveries and services concerned, modify them so that the property right is not infringed, or replace them. If this is not possible for us under reasonable conditions, you shall be entitled to the statutory rights of rescission or reduction. Our obligation to pay damages shall be governed by Clause VIII.
3. The above obligations shall only exist if and to the extent that you have immediately notified us in writing of the claims asserted by the third party, have not acknowledged an infringement and all defensive measures and settlement negotiations are reserved for us.
4. Your claims are excluded insofar as you are exclusively responsible for the infringement of property rights.
5. Your claims shall also be excluded if the infringement of the property right is caused by your special specifications, by an application which
or by an application not foreseeable by us or by the fact that the delivery and service is subsequently changed by you without authorization.
6. Any further claims or claims other than those regulated in this Section VII against us or our vicarious agents due to a defect in title are excluded.
7. Insofar as a result capable of being protected by industrial property rights results in connection with the contractual obligations, we shall be exclusively entitled to all industrial property rights to this result, unless you were significantly involved in the creation of the result. In such a case or in all other cases in which a result capable of being protected by industrial property rights was jointly created, we agree that we shall be entitled to at least a gratuitous, non-exclusive right of use unlimited in terms of space, time and content.

VIII. Liability

1. We shall be liable for damages and for reimbursement of futile expenses within the meaning of Section 284 of the German Civil Code (hereinafter "Damages") due to defects in the deliveries and services or due to breach of other contractual or non-contractual obligations, in particular from tort, only in the event of intent or gross negligence. The above limitation of liability shall not apply in the event of injury to life, limb or health, in the event of the assumption of a guarantee or a procurement risk, the breach of material contractual obligations and in the event of liability under the Product Liability Act.
2. Damages for breach of material contractual obligations shall be limited to compensation for damage typical of the contract which we should have foreseen as a possible consequence at the time of conclusion of the contract on the basis of circumstances recognizable to us, except in cases of intent or gross negligence or where liability exists due to injury to life, limb or health, the assumption of a guarantee or a procurement risk or under the Product Liability Act.
3. The contract-typical, foreseeable damages within the meaning of Section VIII.2 are:
   - per claim: damages not exceeding the net purchase price of the contract concerned.
   - per calendar year: Damages maximum in the amount of the net sales for which you purchased products from us in the previous calendar year. In the first contract year, damages up to a maximum of the net sales at which you purchased products from us until the occurrence of the claim.
4. In any case, contract-typical, foreseeable damages within the meaning of Clause VIII.2 shall not include indirect damages (e.g. loss of profit or damages resulting from interruptions in production).
5. Irrespective of Clause VIII.3 and Clause VIII.4, the economic circumstances of us, the type, scope and duration of the business relationship, any causation and/or fault contributions by you in accordance with § 254 BGB and a particularly unfavorable installation situation of the product shall be reasonably taken into account in our favor when determining an amount which we shall have to pay to you as damages. In particular, the compensation, costs and expenses to be borne by us must be in reasonable proportion to the value of the product.
6. All limitations of liability shall also apply to breaches of duty by persons for whose fault we are responsible in accordance with statutory provisions.
7. Change of the burden of proof to your disadvantage is not connected with the above regulations.
8. Material contractual obligations within the meaning of VIII.1 and VIII.2 are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which you may regularly rely.

IX. Prices

1. Our prices are net prices. They apply "ex works" (Incoterms in the respective valid version, currently Incoterms 2020). Costs for packaging, transport and insurance will be charged extra, unless expressly agreed otherwise.
2. For orders up to a net value of € 75.00 we charge a surcharge of € 25.00 net.

X. Payment Terms – Set-off – Securities – Assignment

1. Unless expressly agreed otherwise, you shall pay net within 30 days from the date of invoice - but not before receipt of the goods.
2. you shall only be entitled to rights of retention and offsetting if your counterclaims have been legally established, are undisputed, have been acknowledged by us or are in a close reciprocal relationship to our claim.
3. you are only entitled to exercise a right of retention insofar as your counterclaim is based on the same contractual relationship.
4. In the event of actual indications of a deterioration in assets after conclusion of the contract or if other facts exist or become apparent after conclusion of the contract which justify the assumption that our claim to counter-performance is jeopardized by a lack of ability to perform, we shall be entitled to demand appropriate securities for our deliveries and services and/or to revoke any payment terms granted, including for other claims. If you do not provide the appropriate securities demanded by us within a reasonable period of time, we may withdraw from the contract. Claims already existing from deliveries and services rendered or due to default shall remain unaffected, as shall our rights under Section 321 of the German Civil Code (BGB).
5. The assignment of claims arising from this contractual relationship shall only be permissible with our prior written consent. There shall be no claim to the granting of such consent. § 354a HGB remains unaffected.

XI. Obligations in case of resale and/or export

1. In the event of resale of the delivery items, you shall be obliged to comply with the provisions of the German Foreign Trade and Payments Act (AWG), the German Foreign Trade and Payments Ordinance (AWV), the EC Dual-Use Regulation (Regulation (EC) No. 428/2009) and the US Export Administration Regulations (EAR) - in the respective valid versions - and to oblige your customers accordingly.
2. You shall not sell, export, or re-export, directly or indirectly, any goods supplied under or in connection with the contract to the Russian Federation or Belarus or for use in the Russian Federation or Belarus, as covered under Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) No 2024/1864 [Amendment of Article 8 of Council Regulation (EU) No 765/2006].
3. You shall ensure that the prohibitions in paragraph 2 are not circumvented by any third parties in the commercial chain, including by possible resellers.
4. You shall establish and maintain effective monitoring mechanisms to detect and prevent any actions by third parties that would contravene paragraphs 2 or 3. This includes keeping detailed records and documentation of compliance efforts.
5. You shall promptly inform us of any difficulties in applying paragraphs 1, 2, 3, or 4 including any relevant third-party activities that could undermine the objectives of paragraphs 2 or 3.
6. You shall provide us with the necessary information and documentation to prove your compliance with your obligations stated in this clause XI within two weeks upon request.
7. We may audit your business and production premises at any time to verify your compliance with your obligations stated in this clause. Audits shall be conducted with reasonable notice and within your usual business hours. All confidential information or business secrets must be adequately protected.

8. Any violation of paragraphs 1 to 7 constitutes a material breach of the contract, entitling us to take appropriate remedial action, including, but not limited to the rescission or termination of the contract without notice.
9. You shall compensate us for all damages and costs incurred due to culpable non-compliance with the obligations of this Clause XI and indemnify us against any third party claims asserted against us in this connection.

XII. General conditions for returns for credit

1. Subject to certain prerequisites and conditions, we grant customers a one-time right to return products that the customer has purchased from us (hereinafter "Products") in exchange for a credit note. The prerequisites and conditions for this one-time right to return Products against a credit note (hereinafter "Credit Note Right") are conclusively regulated in this Clause XII.
2. The customer's right to credit presupposes the following cumulatively:
   - The customer has purchased the products directly from us and not via third parties. Consequently, the products must have been purchased in Germany.
   - The customer may provide evidence of the delivery date; the delivery date may not be more than 6 weeks in the past at the time of receipt of the return by us.
   - The net value of goods per return is at least 150.00 €.
   - The client has previously announced the return and we have accepted the respective return.
   - The products must be in the original packaging. The products must be unused and in a fully saleable condition. Products that are shrink-wrapped and/or sealed must be unopened.
   - The products must be catalog products.
3. The customer's right to credit is excluded in the following case alternatives:
   - The product is configurable and/or made-to-order material (KMAT).
   - The products are modifications (MOD).
   - For customized products.
   - For safety products.
   - For adhesive labels.
   - For products that have a limited shelf life.
4. Without prior notice of the return by the client and without prior acceptance of the return by us, any return will be rejected.
5. The acceptance of the return takes place under reservation and without recognition of a legal obligation. The final assessment and evaluation of whether the conditions for a credit right of the customer are fulfilled is exclusively incumbent on us.
6. If the conditions for the customer's right to credit are met, we will refund the customer the sales price less a 30% handling fee for the inspection and restocking expenses. The customer shall bear the transport and insurance costs for the return shipment.
7. In the event of returns by the customer without the right to a credit note, we shall be entitled to charge the customer for the expenses incurred by us as a result of the processing in accordance with the currently valid service price list.

XIII. General Conditions for Returns for Examination, Maintenance and Repair

1. A return of the products by the Customer to us for examination, maintenance and repair (hereinafter referred to as "return delivery") is only possible if the Customer has previously announced the return delivery and we have accepted the respective return delivery. In the case of return deliveries that have not been announced and/or accepted, we shall be entitled to refuse acceptance.
2. The Customer shall pack the return delivery appropriately and in such a way that the return delivery is protected from damage and contamination. If necessary, the Customer shall ensure ESD-suitable packaging of electronic components.
3. As a rule, we shall reimburse transport and insurance costs for return deliveries only for products within the scope of liability for material defects if the customer has given prior notice of the return delivery and we have accepted the return delivery, unless we are legally obligated to reimburse such costs.
4. Products older than 8 years - based on the date of manufacture - will not be repaired.
5. We are entitled to refuse acceptance of contaminated return deliveries.
6. In the event of unannounced and/or unaccepted return deliveries, we shall be entitled to charge the customer for the expenses incurred as a result in accordance with the currently valid service price list.
   In the case of return deliveries without error/defect or without an error/defect for which we are responsible, we shall charge the customer for our technical analysis in accordance with the current service price list. The goods will be returned to the sender, alternatively we offer environmentally friendly disposal.
7. If the repair or overhaul is not carried out within the scope of the liability for defects or if the product has a defect/defect that is not covered by the liability for defects, the Customer shall receive in text form a fault diagnosis for the repair or a technical analysis of the product and an offer for the repair, if this is possible.
   We will only carry out the repair if the customer has accepted our offer of a repair order in text form. If the client rejects the repair order, we will charge the client for the costs of the technical inspection by us according to the currently valid service price list and the return delivery will be sent back to the sender.
8. We reserve the right to return the returned goods to the customer or to dispose of them in an environmentally friendly manner if we have not received a response from the customer to an inquiry from us regarding the specific transaction within 30 days.

XIV. General conditions for returns due to transport damage

1. The customer must notify us in writing of any complaints regarding transport damage without delay, at the latest within one week of delivery.
2. A return of the products by the Customer to us due to transport damage (hereinafter referred to as "transport return delivery") is only possible if the Customer has previously announced the transport return delivery and we have accepted the transport return delivery. In the event of non-announced and/or non-accepted transport return deliveries, we shall be entitled to refuse acceptance.
3. The customer shall pack the transport return delivery appropriately and in such a way that the transport return delivery is protected against damage and soiling. If necessary, the Customer shall ensure ESD-suitable packaging of electronic components.
4. In the event of non-announced and/or non-accepted transport return deliveries, we shall be entitled to charge the customer for the expenses incurred as a result in accordance with the currently valid service price list.

XV. Take-back of Return of Electronic Devices – Return of Batteries – Return of Packaging

1. Our products are electrical appliances that fall within the scope of Directive 2012/19/EU (WEEE Directive). The crossed-out wheeled garbage can symbol on our equipment indicates that this equipment must not be disposed of with other municipal waste but must be taken separately for collection and recycling of waste electrical and electronic equipment. Electrical appliances may contain hazardous components that can harm the environment and human health if disposed of improperly. Separate collection ensures proper treatment and recovery and reuse in accordance with existing legislation. The manufacturer or the distributor is responsible for taking back and disposing of old electrical equipment. We ensure disposal through the contractual use of an international recycling network. If you wish to return an appliance, please contact us at weee-international@rev-log.com. We will organize the collection of the devices and the appropriate recycling. As a user, you are responsible for removing batteries and lights from the devices and deleting personal data before handing them in - insofar as this is technically possible. In accordance with Art. 13 (2) of Directive 2012/19/EU, our customers bear the costs for the disposal of waste electrical equipment.
2. Our devices may contain device batteries. These are usually permanently installed in the devices for technical reasons and cannot be removed by the user. Removability by qualified personnel independent of us is guaranteed. Some of our devices also contain removable batteries. Please observe the respective disposal instructions. You are legally obligated to return used batteries and can dispose of them free of charge at municipal collection points and in retail stores in quantities customary for households. Otherwise, contact our take-back service. The symbol with the crossed-out trash can on the device battery means that you may not dispose of batteries and rechargeable batteries in unsorted waste. Batteries and rechargeable batteries are also marked with the chemical symbol of the respective pollutant they contain. In this context, batteries containing more than 0.0005 percent by mass of mercury, more than 0.002 percent by mass of cadmium or more than 0.004 percent by mass of lead are marked with the chemical symbols of the metals (Cd for cadmium, Pb for lead, Hg for mercury). Waste batteries may contain pollutants that can harm the environment or human health if not properly stored and disposed of. However, batteries also contain important raw materials that can be recycled. Therefore, the separate collection and recycling of spent batteries is of particular importance for the environment. We participate in take-back and collection systems for batteries.
3. If we are obliged to do so in accordance with the statutory regulations, we will take back the transport packaging at your request. If you wish to return transport packaging, please contact tv-entsorgung@interzero.de.

XVI. Place of Fulfilment - Place of Jurisdiction - Applicable Law

1. Place of performance for all obligations arising from the contractual relationship is Neuhausen auf den Fildern, Germany.
2. For legal disputes which fall under the subject matter jurisdiction of the local courts, the local court of Stuttgart and for legal disputes which fall under the subject matter jurisdiction of the regional courts, the regional court of Stuttgart is agreed as the place of jurisdiction. We are optionally entitled to take legal action at your place of business.
3. German law shall apply exclusively to the exclusion of the conflict of laws provisions.

Additional Terms Software

For the use of separately purchased software ("Software as a Product"), our Terms and Conditions for the Provision of Standard Software against Payment or our Terms and Conditions for the Provision of Standard Software free of Charge or our Terms and Conditions for the Customization of Standard Software against Payment shall apply with priority. If software (hereinafter "Software") is included in the scope of delivery of a product and is provided for use against payment or free of charge, the following provisions shall apply in addition, whereby in the event of contradictions between the above and the following provisions with regard to Software, the following provisions shall take precedence:

XVII. Rights of use

1. We grant you the non-exclusive right to use the software as intended. The scope of the intended use results from the data sheet belonging to the respective software or from the operating instructions belonging to the respective software. The right of use is limited to the agreed period of time; in the absence of such an agreement, the right of use is unlimited in time.
2. You may use the software exclusively with the hardware named in the data sheet or the operating instructions, in the absence of such naming only with the product delivered together with the software. The use of the software with another device requires our prior written consent; in the event of a culpable breach of this obligation, we shall be entitled to demand reasonable additional compensation. Any further claims shall remain unaffected.
3. If several devices are named in the data sheet or the operating instructions, you may only use the software on one of these devices at a time (single license), unless a multiple license (see Section XVII.11) has been agreed as an exception. If a device has several workstations on which the software can be used independently, the single license shall cover only one workstation.
4. The software shall be provided exclusively in machine-readable form (object code).
5. You may only make one copy of the software, which may only be used for backup purposes (backup copy). Otherwise, you may only reproduce the software if a multiple license has been agreed by way of exception.
6. You are not entitled to modify, reverse engineer, translate or extract parts of the software, except in cases covered by Section 69e of the German Copyright Act (decompilation). You may not remove alphanumeric and other identifiers from the data carriers and shall transfer them unchanged to each backup copy.
7. We grant you the right - revocable for good cause - to transfer the right to use the Software to third parties. However, a transfer to third parties may only be made together with the product that you have acquired in connection with the software. In the event of a transfer of the right of use to third parties, you must ensure that the third party is not granted any further rights of use to the Software than you are entitled to under these Terms and Conditions and the provisions contained in the associated data sheet or operating manual, and that the third party is imposed at least the obligations existing with regard to the Software under these Terms and Conditions. In the event of a transfer, you may not retain any copies of the Software.
8. You are not entitled to grant sublicenses.
9. If you provide the software to a third party, you shall be responsible for compliance with any export requirements and, in the event of a culpable breach of duty, shall indemnify us against all obligations and claims resulting therefrom.
10. If and to the extent that we provide you with software for which we only have a derived right of use (third-party software), the terms of use agreed between us and our licensor shall apply in addition to and take precedence over the provisions of this Section XVII. If and to the extent that we provide you with open source software, the terms of use to which the open source software is subject shall apply in addition to and prior to the provisions of this Section XVII. We will refer to the existence and the terms of use of third-party software and open source software in the data sheet or the operating instructions and make the terms of use available to you upon request. In the event of a breach of these Terms of Use, our licensor as well as we shall be entitled to assert the resulting claims and rights in our own name.
11. To use the software on several devices or simultaneously on several workstations, you require a right of use to be agreed separately. The same applies to the use of the software in networks, even if the software is not reproduced. In the aforementioned cases (hereinafter referred to as "Multiple License"), the following provisions (a) and (b) shall apply in addition to and with priority over the provisions under XVII.1 to XVII.10:
    a) The prerequisite for a Multiple License is an express written confirmation by us of the number of permitted copies that you may make of the Software and of the number of devices or workstations on which the Software may be used. However, Section XVII.7 shall apply to Multiple Licenses with the proviso that the Multiple Licenses may only be transferred by you to third parties if they are transferred in total and with all devices on which the Software may be used.
    b) You shall comply with the reproduction instructions provided by us together with the multiple license. You shall keep records of the whereabouts of all reproductions and present them to us upon request.

XVIII. Transfer of risk

If software is provided by means of electronic communication media (e.g. via the Internet), the risk of accidental of accidental loss and accidental deterioration of the software shall pass to you when the software leaves our sphere of influence (e.g. during download).

XIX. Duties to cooperate and liability

1. You shall take all necessary and reasonable measures to prevent or limit damage caused by the software. In particular, you shall ensure the regular backup of programs and data.
2. If you culpably violate this obligation, we shall not be liable for any consequences arising therefrom, in particular not for the replacement of lost or damaged data or programs. A change in the burden of proof is not associated with the above provision.

XX. Material defects

1. The parties agree that software generally cannot be created free of errors; this also applies to the software covered by these Terms and Conditions.
2. Claims for material defects relating to the software shall become statute-barred within 12 months after the transfer of risk. The above provisions shall not apply insofar as longer limitation periods are prescribed by law in accordance with Sections 438 (1) No. 2, 438 (3), 479 (1) and Section 634a of the German Civil Code (BGB), and to liability for damages arising from injury to life, limb or health, as well as to liability for damages based on intentional or grossly negligent breach of duty.
3. Only deviations from the specification conclusively contained in the data sheet or the operating instructions that are proven and reproducible by you shall be deemed to be a material defect of the software. However, a material defect does not exist if it does not occur in the version of the software last provided to you and its use is reasonable for you.
4. Claims for material defects do not exist
   - in the event of damage resulting from incorrect or negligent handling of the software,
   - in the case of damage caused by special external influences which, according to the contract, are not are required,
   - for changes made by you or by third parties and the resulting consequences,
   - for software extended by you or a third party beyond an interface provided to us for this purpose,
   - for the software to be compatible with the data processing environment you are using.
5. The claim for supplementary performance in the case of software shall be fulfilled as follows: We shall deliver a new version (update) or a new version (upgrade) of the software as a replacement, insofar as these are available from us or can be procured with reasonable effort.

XXI. Industrial property rights and copyrights - defects of title

If a third party asserts justified claims due to the infringement of property rights with regard to the software, we shall be liable pursuant to Section VII within the period specified in Section XVIII.

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