

# GTC

No. 3 - Edition 2014

## General Terms and Conditions

Valid starting from 01.10.2014

### 1. Conditions of Payment

1.1. SQUIDDS supplies goods in accordance with the purchase order contract, either by delivering or installing them on-site, by mail order or on a call and collect basis from SQUIDDS's premises. Services are rendered either on SQUIDDS's premises or at another location that is specified in the respective individual contract.

1.2. Unless agreed in individual cases or regulated by other clauses in the contract, all invoices must be settled within 14 days after receipt of the invoice without discounts. Payments are considered to have been made when they are credited to one of SQUIDDS's accounts. In the case of delays in payment (from the 15th day after invoicing), SQUIDDS is authorized to charge interest amounting to 8% above the German Bundesbank base interest rate.

### 2. Delivery

2.1. If due delivery is delayed by a strike, force majeure or any other event over which SQUIDDS has no control, the delivery date will be deferred appropriately. This also applies if SQUIDDS's supplier does not supply the goods on time or supplies the wrong goods. The purchaser must accept partial deliveries unless he or she demonstrates that this cannot be reasonably expected of him or her.

2.2. In the case of a delay in delivery and after an additional time period granted to SQUIDDS has expired without result, the purchaser has the right to withdraw from the purchase order contract free of costs.

2.3. If agreed, the purchaser must be informed of delivery or installation to or on his or her premises at least three days in advance. If the purchaser confirms the delivery date, he or she is liable to SQUIDDS in the case of an unsuccessful delivery for damages resulting from this. If the delivery date is not confirmed, SQUIDDS is not obliged to comply with it.

2.4. The risk of accidental damage or destruction is transferred to the purchaser when SQUIDDS ships the goods. If additional costs arise due to the purchaser requiring special shipping, he or she will bear these costs.

### 3. Warranty

3.1. The warranty period starts when the goods are transferred to the purchaser.

3.2. For the duration of the warranty period, the purchaser is responsible for reporting to SQUIDDS without delay any defects that occur. In this case, SQUIDDS has the right at its option to eliminate the defects or to replace a defective device with correctly functioning goods. This excludes the purchaser's right of election or right to claim rescission of contract. If rectification of the defects fails or is impossible, the purchaser can demand a reduction in the purchase price or withdraw from the contract.

3.3. The purchaser has no warranty claim in the case of defects that came about for which the purchaser is responsible himself or herself. This applies in particular to cases in which the purchaser or a third party changes the goods or uses or repairs them incorrectly without SQUIDDS's consent.

3.4. When carrying out services, the guarantee of success is limited exclusively to the warranted quality of the measures to be taken that were previously stated in writing on a binding basis.

### 4. Industrial Property Rights of Third Parties

4.1. SQUIDDS indemnifies the purchaser from all claims made by third parties against the purchaser due to infringements of their industrial property rights to supplied goods to the extent that SQUIDDS is responsible for them.

4.2. SQUIDDS is authorized and responsible for carrying out at its own expense necessary changes due to third parties asserting claims against the purchaser with regard to their industrial property rights.

### 5. Purchase Price

5.1. SQUIDDS retains ownership of all objects and the results of services rendered until complete payment of the agreed purchase price has been made. This also applies to resales.

5.2. Changes to the purchase price are not possible without an express contrary agreement. They include taxes, customs duties and public charges. The agreed prices do not include Value Added Tax. Foreign bank and shipping charges are listed separately.

5.3. If there are several accounts receivable from the purchaser, SQUIDDS will specify which account is to be settled this decision is binding.

### 6. Damages

6.1. SQUIDDS is only responsible for damages to the purchaser due to gross negligence on the part of SQUIDDS. Damages are considered to be the amount of time, effort and expense that are necessary to repair the damaged goods.

6.2. SQUIDDS is not responsible for replacing data unless SQUIDDS caused it to be destroyed either deliberately or due to gross negligence and unless the purchaser has ensured that it is possible to reconstruct this data with a justifiable amount of time, effort and expense from data material that is available in machine-readable form.

### 7. General Terms

7.1. These Terms and Conditions and the purchase order or service contract completely regulate the rights and responsibilities of the contracting parties. Changes are only effective in writing and with reference to this contract. Any changes must be signed by both parties.

7.2. Associated supplements are components of the purchase order or service contract at signing.

7.3. Unless otherwise agreed, the place of jurisdiction for all disputes arising from this contract is the place of business of SQUIDDS. German law applies. This also applies to foreign business.

7.4. If any of the terms of these Terms and Conditions or of a contract are null and void or are nullified due to later conditions or there is a gap in their applicability, this does not affect the validity of the other conditions. An appropriate regulation will apply instead of the nullified contractual conditions or the gap in applicability, which to the extent that this is legally possible corresponds as closely as possible to the intentions of the contracting parties, assuming that they considered this point.

**SQUIDDS** | People.Products.Passion. e.K.

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