

Standard Terms and Conditions of the SUNAVI SYSTEMS GmbH

§ 1 Scope of Application

1. All contracts that are concluded between vendor and customer via the website are governed exclusively by these Standard Terms and Conditions (hereafter referred to as STC). The customer's conflicting STC are hereby expressly objected to.
2. The agreements themselves, which are entered into between the customer and ourselves, are to be stipulated in writing.
3. Our terms of sale are only valid vis-à-vis companies in the sense of § 310 Abs.1BGB.

§ 2 Contract Formation and Subject Matter

1. All offers are without engagement and nonbinding. A contract is only formed through the explicit acceptance of the order. Additional verbal agreements are not valid.

§ 3 Prices and Payment Terms

1. Provided that nothing else results from the order confirmation, our prices are applicable „ex factory“ plus packing charges.
2. In case any cost reductions or cost increases should arise subsequent to contract formation, in particular due to tariff agreements and material price changes, we reserve the right to pass on the price changes to the customer upon presentation of the respective evidence.
3. The deduction of discounts requires a written agreement.
4. The customer is only allowed to explain the offset in case his counterclaims have been established as legally valid, are undisputed and recognized from our side. Moreover, the client is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 4 Terms of delivery

1. Delivery dates or times that shall be agreed legally binding, need to be stipulated in written form.
2. The compliance with our delivery and contractual obligations calls for the timely and orderly performance of the customer's obligations.
3. Our delivery and contractual obligation is based on the reservation as to ourselves obtaining the supplies correctly and punctually. This does not apply in case the non-delivery is not to be represented by us. The customer will

immediately be notified about the unavailability of the goods and services. Received payments will be promptly refunded.

4. Delays in delivery and performance due to force majeure do not need to be covered for by us even in the case of legally binding agreed time limits and dates. They give us grounds for postponing the delivery or the performance by the duration of the hindrance plus a suitable preparation time, or to withdraw from the contract entirely or partially due to the unfulfilled part.
5. In case the obstruction lasts for more than three months, the client is entitled to withdraw from the contract with regard to the part that has not yet been fulfilled, subsequent to a suitable granting of an additional respite.
6. Partial deliveries and partial performances are acceptable, unless the partial delivery or partial performance is not of interest to the client.
7. If the client enters into default of acceptance, we are then entitled to demand compensation for the damages incurred by us.

§ 5 Retention of ownership

Until the completion of all its claims against the buyer that it is entitled to based on the business relationship, particularly the payment, the goods remain the property of the seller.

§ 6 Passing of risk

1. The risk is passed on to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch.
2. The client is entitled to resell the goods as long as he is not in default with his performance. The claims resulting from the resale together with all securities that the client acquires for the claim are now already transferred to us for the amount of our claim.
3. We commit to releasing the securities owed to us upon demand by the customer insofar as the realizable value of our securities exceeds the claims that are to be secured by more than 10%; the selection of the securities to be released is our responsibility.

§ 7 Warranty

The statutory warranty rights are applicable.

§ 8 Right of withdrawal; right of cancellation

1. We reserve the right to withdraw from the contract entirely or partially if the commencement of the insolvency proceedings pertaining to the customer's property beco-

mes known, we get to know that the customer was graded as not creditworthy at the time of contract conclusion or the client ceases his business operations.

2. In case of continuous obligation, the right of withdrawal is substituted by the right of extraordinary cancellation.

§ 9 Design change

We are allowed to make design changes at any time. However, we are not obliged to change products that have already been delivered

§ 10 Exclusion of liability

In accordance with the statutory provisions, the vendor is unreservedly liable for damages resulting from injury to life, body or health that are based on deliberate or negligent infringement of duty, as well as for other damages that are based on deliberate or gross negligent infringement of duty and malevolence.

Moreover, the seller is unreservedly liable for damages that are comprised by the liability according to urgent statutory regulations such as the Product Liability Act as well as in the case of the acceptance of guarantees.

For such damages that are not included in (1) and that are caused by simple or easy negligence, the seller is to be held liable insofar as this negligence concerns the infringement of contractual duties whose observance in general only enables the orderly performance of the contract and in whose observance the client is permitted to regularly trust (so-called cardinal duties). Hereby the seller's liability is restricted to predictable damages that are typical for the contract.

In the case of simple negligent infringements of such contractual duties that are neither contained in (1) nor (2) (so-called insignificant contractual obligations), the seller is liable to the consumers - this is restricted to the predictable damages that are typical for the contract.

A more extensive liability is excluded. In particular, the seller is also not liable for application errors.

§ 11 Confidentiality

If not otherwise agreed in writing, the information that has been provided to us in relation to orders is not considered to be confidential.

§ 12 Place of jurisdiction, applicable law

1. The law of the Federal Republic of Germany under ex-

clusion of the UN-sales law is applicable.

2. For commercial clients the legal seat of the vendor is agreed to as the place of jurisdiction.

§ 13 Supplementary clause

Should one of the provisions contained in these terms and conditions or a provision in the context of other agreements should be or become null and void, then the operative effect of all other provisions and agreements is not affected thereby.