

General Terms and Conditions for the Supply of Products and Services of Brähler ICS Konferenztechnik International Congress Service AG

Preamble

The sale of products and provision of services shall be carried out exclusively on the basis of the terms and conditions set out below, unless other written conditions have been expressly accepted by us. They shall also apply to all future business (supplies and/or services) even if we do not make reference to these Terms and Conditions in individual cases. Any collateral agreements and amendments shall require our written confirmation. The buyer's terms and conditions of purchase shall not form part of the agreement even if we do not explicitly object to them; our Terms and Conditions shall be deemed to have been acknowledged at the latest when the goods are accepted.

I. Offer

All our offers shall be subject to modification and are non-binding.

II. Prices

2.1 Unless otherwise agreed, prices shall apply to delivery ex-works.

2.2 The seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the goods appropriately if the period of time between the conclusion of contract and the indicated delivery date amounts to more than six weeks, and is due to any factor beyond the seller's control (such as, without limitation, any foreign exchange fluctuations; changes of costs for materials, personnel, packaging, freight, taxes, as well as other manufacturing, distribution and administration costs).

2.3 The price of the goods shall be the price listed in the seller's published price list valid at the date of delivery unless a different price has been agreed in writing.

2.4 Prices are net unit prices, excluding taxes; the applicable taxes and duties shall be added to these prices.

2.5 If we have assumed responsibility for installation or assembly and if nothing to the contrary has been agreed, the buyer shall, in addition to the agreed remuneration, bear all necessary ancillary costs such as travel expenses, costs for the transportation of tools and personal luggage as well as daily allowances.

2.6 The handling fee for repairs and complaints is:

- EUR 50,00 for products with a gross list price less EUR 250,00
- EUR 100,00 for products with a gross list price equal or greater than EUR 250,00

The handling fee will be deducted from the invoice amount.
In case of collective deliveries the handling fee will be calculated per article. If repairs are irreparable or its repairation is not required, the handling fee will be charged to the customer and the goods returned to his costs

III. Terms of payment

3.1 The terms of payment set out in the confirmation of order shall apply.

3.2 In the event of late payment, we shall charge default interest at a rate of 10 percentage points above the respective ECB base rate. We reserve the right to assert higher compensation. Interest shall not accrue on advance payments.

3.3 If at any time after the conclusion of the contract, the seller learns of facts which may impair the buyer's creditworthiness, we shall have the right to give notice in writing to the buyer that no further credit will be granted to the buyer. In this event, the buyer shall be required to provide security with respect to the goods already shipped, and no further goods will be delivered to the buyer other than against payment in cash. In case of the buyer's insolvency or inability to pay, all amounts due for payment shall be immediately payable in cash.

3.4 A set-off shall only be permitted in the event that the corresponding counterclaims are undisputed or have been finally determined by a court. The buyer may only exert rights of retention and/or other rights to refuse performance if the buyer's counterclaims are undisputed or have been finally determined by a court.

IV. Reservation of title

4.1 The transfer of ownership of goods is expressly subject to the condition that the purchase price has been paid and cashed in full. The delivered goods shall remain our property until payment has been effected for all claims arising from the business relationship, also those arising in future, irrespective of their legal grounds. For invoices in progress the reservation of title shall constitute security for our claim.

4.2 The buyer may resell the goods subject to our reservation of title during the ordinary course of business, but only against cash payment or subject reservation of title and on the condition that his claims from the sale shall pass to us. The buyer shall not be entitled to make other disposals, in particular he shall not be entitled to pledge or assign goods as security.

4.3 The buyer hereby assigns to us all claims against third parties resulting from the resale. If the goods are resold at a package price together with objects that do not belong to us, then, taking priority over the remaining claim, only a part of the value, corresponding to the invoice value of the goods we have delivered, shall be assigned to us.

4.4 Any processing of the goods by the buyer shall at all times be carried out in our name and on our behalf. In the event that the goods are processed with goods not owned by us, we shall obtain proportionate co-ownership, equivalent to the relation between the value of the goods supplied by us and the value of the other processed goods. The aforesaid shall apply accordingly if the goods are combined with goods not owned by us.

4.5 The buyer may, in spite of the assignment, collect the aforementioned claims if he has fulfilled his obligations towards us, and as long as we have not objected to such collection.

4.6 The buyer shall inform us immediately of any pending or effected interference with the goods subject to our reservation of title, in order to enable us to defend against such intervention and to protect our rights. Any incurred costs shall be borne by the buyer.

4.7 We may request that the goods sold under reservation of title be returned to us if the buyer is in default with payments, or if he infringes upon the duties incumbent upon him. Art. 8 shall apply. No right of retention may be asserted against this claim to return the goods. In the event of default on payment, insolvency, inability to pay or any other danger to the security interest of the seller, we may revoke the authorization to resell the goods, or to collect claims assigned to us. The assertion of the claim to return the goods, or the pledging of goods owned by us, shall not be deemed to be a declaration of termination of this contract.

4.8 At the buyer's request, we shall release securities existing in our favour insofar as their value exceeds the claim to be secured by 20 per cent or more.

V. Packaging, shipment and transfer of risks

5.1 The goods are packed at the buyer's expense. Disposable packaging will not be taken back.

5.2 The risk shall pass to the buyer as follows, even if delivery is effected carriage paid:

- for deliveries that do not include assembly or installation, upon dispatch or collection of the goods for delivery to the customer. Deliveries shall be insured by us against the usual transportation risks;
- for deliveries that include assembly or installation, on the date of acceptance at the buyer's location or – insofar as this has been agreed – after a faultless trial run.

5.3 We shall only take out transport insurance upon the buyer's expressed corresponding request, and for the account of the buyer.

5.4 Any loss or damage must be reported to us immediately upon receipt of the goods – if possible before unloading. The buyer must have any complaint certified on the consignment note, or on any record intended for this purpose, and must send it to us within 2 days.

VI. Delivery dates and impediments to delivery

6.1 The term of delivery shall start upon notification of all circumstances which are essential for the execution of the order (in particular for customized hardware and software the supplier needs to have the written approval of the customer) as well as the compliance of the buyer with the agreed terms of payment. It shall be deemed to have been met if the readiness for dispatch has been advised, or if the goods have left the factory, before expiry of this date.

6.2 Agreed delivery dates are only approximate; slightly delayed delivery dates must be accepted as complying with the agreement.

6.3 The seller shall not be liable to the buyer, nor be deemed to be in breach of the contract due to a delay in delivery, if such delay is caused by an event which is beyond the seller's reasonable control; such events shall include, without limitation: acts of God, explosion, flood, storms, fire or accidents; war or threat of war, sabotage, insurrection, civil disturbance, import or export regulation or embargoes, strikes, lock-outs or other industrial actions or trade disputes – whether involving employees of the seller or a third party -, power failure or breakdown in machinery, difficulties in obtaining raw materials, labour, fuel, parts or machinery and acts, restrictions or regulations by the authorities. In such cases, we may extend the term of delivery by a reasonable period of time or, in case the hindrance is more than just short-term, partly or completely terminate the contract.

6.4 Contractual penalties for default as well as liability for damages to nonessential legal interests, and damages to health, body and life, caused by default in a slightly negligent manner, are expressly excluded, notwithstanding a statutory right to terminate the contract.

6.5 If, in case of our default for reasons other than the ones stipulated in No. 6.3, the buyer sets us an appropriate period of grace in writing, he may terminate the contract after fruitless expiry of such period. The buyer may only assert damages in lieu of performance if the default is caused by intent or gross negligence; damages shall be restricted to the amount of the foreseeable damage.

6.6 We shall be entitled to make partial deliveries, or render partial services, insofar as the buyer can be reasonably expected to accept such.

6.7 If forwarding or delivery is delayed at the request of the buyer by more than one month after notification of readiness for dispatch, the buyer may be charged storage fees amounting to 0.5 % of the price for the objects of delivery for every month or part thereof; the total amount may, however, not exceed a maximum of 5% of the price. The contracting parties shall be free to provide proof of higher or lower storage costs.

VII. Assembly and installation

Unless otherwise agreed in writing, assembly and installation shall be subject to the following provisions:

7.1 The buyer shall provide at his own expense and in good time:

- Any non-related subsidiary work, such as scaffolding, lifting equipment and other devices, fuel and lubricants, as well as all equipment and material necessary for assembly and commissioning as well as for the described non-related subsidiary work,
- Energy and water to the point of use, including connections, heating and lighting,
- Sufficiently large, suitable, dry and lockable rooms at the point of assembly, for storing machines, material, tools etc., as well as appropriate working and rest rooms for the assembly staff; furthermore, the customer shall take measures to protect the property of the supplier and of the assembly staff at the site, such as he would take to protect his own property,
- Protective clothing and protective devices necessary due to the special circumstances at the assembly site.

7.2 Before the start of assembly work, the buyer must provide, on his own initiative, any necessary information concerning the location of concealed electric, gas and water lines or similar installations as well as the necessary structural data. He must ensure that assembly and commissioning are not disturbed by mobile means of communication.

7.3 Before the start of assembly and installation work, the material and devices required must be available at the location, and any preparatory work must have advanced to such a degree that assembly or installation can be commenced as agreed, and can be carried out without interruption.

7.4 Should assembly, installation or commissioning be delayed by circumstances for which the supplier is not responsible, the buyer shall be obligated to acknowledge in writing adequate costs incurred due to this delay or due to required additional travels by the supplier or the installation staff.

7.5 The Buyer shall, on a weekly basis, immediately acknowledge in writing the working hours of the assembly staff as well as the completion of assembly, installation or commissioning.

7.6 In the event of delivery without immediate assembly, the buyer shall ensure that any material delivered by ourselves is always stored properly and is not exposed to unsuitable influences such as dust, humidity etc. The buyer has provided suitable facilities for this purpose.

7.7 If we request that the delivery be accepted after completion, the buyer shall do so within a period of two weeks. If this does not take place, delivery shall be deemed to have been accepted. Acceptance shall also be deemed to have taken place if the delivery – where applicable after completion of an agreed test phase – has been put into operation.

VIII Warranties and Liability

8.1 We shall be liable for damages which result from the buyer's use of the delivered product, or from a resale, subject to the following provisions. We shall not accept liability if our installation and operating instructions have not been complied with and the defect results from this non-compliance, or if the delivered device is disturbed by mobile means of communication.

8.2 We shall provide warranty for the goods delivered by ourselves with regard to faultless material, professional design and construction, as well as for the manufacture. The warranty shall also extend to the fact that we have observed the pertinent DIN standards, construction and test principles, DVGW requirements, official test certificates and test notices valid at the time of manufacture insofar as we refer to these in our sales documents. Furthermore, we shall be liable for damages resulting from incorrect installation and operating instructions being enclosed with the products, insofar as we are responsible for this pursuant to No. 8.1.0.

8.3 The information and descriptions provided in our catalogues and brochures shall only be decisive if explicit reference has not been made to deviations. If amendments to the dimensions and weights set out in the catalogues and brochures differ as a result of production or due to other reasons, the buyer shall be informed of the relevant changes in a binding offer. If the buyer accepts this offer in writing, the modified specifications shall be solely binding. This offer shall be deemed to have been accepted if the buyer does not declare his rejection within 2 weeks of receipt of the modified offer. Subject to deviating individual agreements, in particular if we guarantee certain characteristics, smaller production-related deviations, in particular with respect to surface properties as well as colour shades within the framework of commercially usual tolerances, shall be deemed to be in compliance with the agreed properties if they do not unreasonably impair the overall impression and the functioning of the delivered product. The same applies to minor deviations concerning drawings, dimensions and weight information in our catalogues, brochures, offers and written confirmations.

8.4 The buyer shall be obligated to examine the goods immediately after receipt. Complaints concerning the delivery, in particular notice of any defects outwardly recognizable upon diligent examination, must be received by ourselves in writing before assembly and within two weeks of receipt of the goods. Any other defects, and any incurred consequential damage, must be reported to us without undue delay, at the latest, however, within 2 weeks after they have been detected or could have been detected. The buyer must ensure that all measures necessary to minimize the damage are taken immediately. We must be given the opportunity to view the defective parts and the damage on site in an unaltered state. Any additional costs incurred due to a delayed report of a defect shall be borne by the buyer. § 377 HGB (German Commercial Code) shall not be affected by this. The buyer may only eliminate a defect in the delivered product, whether himself or through a third party, in urgent cases, where safety is endangered, in order to prevent unproportionally large damage, or if we are in default with repair or have expressly agreed to this. Should these duties not be fulfilled, our warranty and liability shall be precluded.

8.5 Claims based on material defects shall become time-barred after 12 months. This shall not apply in cases where the German Civil Code (BGB) provides for longer periods in § 438 par. 1 No. 2 (structures and items used for structures), § 479 par. 1 (seller's claim to recourse against supplier) and § 643 a par. 1 No. 2 (structural defects), in cases of injury to life, body or health, in cases of intentional or grossly negligent violations of duties by the supplier or fraudulent concealment of defects. The statutory provisions on suspension of expiry, as well as suspension and restarting of time limitations shall not be affected.

8.6 Insofar as we provide warranty under the provisions set out above, we may, at our discretion, either replace defective parts, or repair them ourselves or have them repaired by third parties, free of charge for the buyer. If the buyer and the specialized craftsman are entitled pursuant to No. 8.4 above to eliminate the defect, either themselves or through third parties, we shall reimburse them for the necessary costs for disassembly and re-assembly.

8.7 If we are not willing or not able to provide subsequent performance, in particular if such performance is delayed beyond an appropriate period of time, or if it fails due to other reasons, the buyer may, at his discretion, request rescission of the contract, an adequate reduction of the purchase price or damages to be paid as set out below.

8.8 Any claims by the buyer for reimbursement of expenses incurred due to subsequent performance, in particular costs for transport, travel, work and material shall be excluded if such expenses increase due to the delivered goods being subsequently transported to a place other than the buyer's establishment, unless doing so complies with the intended use of the goods.

8.9 The buyer's claim to recourse against ourselves pursuant to § 478 BGB (seller's claim to recourse against supplier) shall only exist to the extent that the buyer has not entered into any agreements with his customers exceeding the statutory claims based on defects. Art. 8 shall apply mutatis mutandis to the determination of the extent of the buyer's claim to recourse against ourselves pursuant to § 478 par. 2 BGB.

8.10 We shall only be liable for damages incurred by the buyer due to violations of duties through slight negligence on our part or on the part of our vicarious agents and employees if such violation concerns one of the duties stipulated in No. 8.2; in such cases, liability shall be limited to damages up to a maximum amount of 1 million € per case of damage. Any liability exceeding this shall be excluded. This restriction shall not apply in case of damage to life, body or health of the buyer.

IX Warranty

On standard products a warranty is granted by 24 months after delivery. For headphones and rechargeable batteries the warranty period is 6 months from date of delivery.

X Return of goods

Delivered goods which are free from defects will strictly not be taken back. If we agree in individual cases, and after prior written acknowledgement, to make an exception and take back such goods, we shall credit the buyer the purchase price less 20% as reimbursement for testing and handling costs and for lost profits. Should costs for refurbishment incur, these shall be invoiced additionally. Risk and costs of transport shall be borne by the buyer.

XI Warranty for defect of title

11.1 Insofar as nothing is agreed to the contrary, we are only obligated to provide delivery free of third party industrial property rights and copyrights (hereinafter referred to as "property rights") for the country of the place of delivery. If a third party asserts justified claims based on an infringement of property rights by deliveries effected by ourselves and used in accordance with this contract, we shall be liable to the buyer, within the period set out in No. 8.5, subject to the following provisions:

- a) We shall, at our discretion and cost, either obtain a right of use for the deliveries concerned, modify them so that the property right is not violated, or replace them. If we are unable to do so on reasonable terms, the buyer may assert his statutory rights of termination or reduction of the purchase price.
- b) Our above-mentioned obligations shall only exist if the buyer immediately informs us in writing of the claims asserted by the third party, if he does not acknowledge an infringement and if all measures of defence and all settlement negotiations are left to us. If the buyer ceases to use the delivery in order to minimize the damage or due to other important reasons, he shall be obligated to advise the third party of the fact that this cessation of use does not constitute an acknowledgement of a property right infringement.

11.2 Claims by the buyer shall be excluded if he is responsible for the infringement of property rights.

11.3 Claims by the buyer shall furthermore be excluded if the infringement of property rights is caused by specifications of the buyer or by unforeseeable types of use or due to the delivery being modified by the buyer or used by him together with products not delivered by ourselves.

11.4 In the event of property right infringements, the provisions set out in Art. 8 shall apply mutatis mutandis to the buyer's claims provided for in No. 10.1 a).

11.5 The provisions of Art. 8 shall apply mutatis mutandis for any other defects of title.

11.6 Claims by the buyer against ourselves or our vicarious agents, based on a defect of title, exceeding, or differing from, those set out in this Art. 10, shall be excluded.

XII Trademarks, Copyright

BRÄHLER ICS AUTOMIC, DIGIMIC, DIGIVOTE, CONGRESS DATA SYSTEM; CDS Virtual Audio Network VAN; CDS Virtuelles Audio Netzwerk VAN and INFRACOM in combination with other parts of trademarks are brand trademarks registered by ourselves. We hold the exclusive right of use for the programmes and products provided by us. The buyer may not copy our programmes and products, neither partly nor completely, neither himself nor through any third party, without our prior written consent.

XIII Place of performance, place of jurisdiction, choice of law

13.1 The place of performance for delivery and payment shall be Königswinter (near Bonn).

13.2 The sales of goods shall be governed by German law, irrespective of the parties' nationality. The United Nations Convention on Contracts for the International Sale of Goods (CISG, 11.04.1980) shall not apply.

13.3 Any dispute arising from a contract concluded with us shall come under the exclusive jurisdiction of the courts of Königswinter.