

## » General Terms and Conditions of netvico GmbH

### § 1 Scope

All contracts for goods and services between netvico GmbH and companies, public authorities or publicly-owned corporations, hereinafter referred to as Business Customers, shall be subject to the following conditions. The customer accepts these conditions as binding when it places an order, accepts an offer made by us or accepts goods supplied by us. Our Terms and Conditions apply exclusively. Alternative or additional provisions of the customer which are unfavorable to netvico shall not form part of the contract, even if we do not expressly reject them. Collateral agreements must be made in writing. Once they have been effectively incorporated into a contract for the first time, these Terms and Conditions shall continue to apply to all future transactions with the same customer until amended.

### § 2 Placing of order, formation of contract

1. The order placed by the Business Customer constitutes an offer to netvico to enter into a contract. netvico shall confirm the receipt of the offer by means of an email or by written declaration. The confirmation of receipt does not amount to acceptance of the offer.
2. The Business Customer is obliged to check the order confirmation promptly and to advise netvico of any deviations from the order in writing promptly, i.e. without culpable delay. Otherwise the content of the order confirmation shall be regarded as determining the content of the contract.
3. netvico may indicate acceptance of the offer by delivering the goods or by confirming to the Business Customer in another written form that its order has been accepted (such as through email notification that the goods have been dispatched). With this acceptance the contract is formed.
4. Information concerning the quality and durability of goods or services, particularly in brochures, advertisements, on websites etc. does not contain any guarantee (representation) within the meaning of section 276 I of the German Civil Code (BGB) and do not constitute a guarantee as to quality or durability within the meaning of section 443 BGB, unless we have explicitly provided such a guarantee in writing.

### § 3 Prices and payment

1. All prices are net prices in euros and exclude travel, transport, shipping, insurance and installation costs. These will be charged separately. The pricing for individual consignments shall always be based on the netvico order confirmation and/or invoice.
2. Payment is generally by invoice, which is payable immediately upon delivery of the goods. The customer shall be held in default without reminder if the invoice is not settled within 30 days of receipt. The invoice shall be deemed to have been received two days after the date of invoice.
3. If the Business Customer is late with payment, netvico is entitled to charge default interest at a rate of eight percentage points above the base rate of the Deutsche Bundesbank from the date on which the contract was formed. If netvico has suffered greater loss as a result of the delayed payment, netvico shall be entitled to claim the additional expense.
4. netvico reserves the right to amend prices in the event of changes to exchange rates, customs duties, taxes, shipping and insurance costs and input costs (e.g. for components and services).
5. So far as no fixed-price arrangement has been agreed, we reserve the right to implement reasonable price amendments in the event of changes to selling costs or the costs of wages or

materials, for deliveries made three months after the conclusion of the contract, or, in the case of long-term obligations, which continue for more than three months.

#### § 4 Rights of set-off and retention

1. The customer shall have a right of set-off only if its counterclaims have been confirmed by a non-appealable court decision or are uncontested by netvico.
2. The Business Customer is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship and is uncontested or has been confirmed by a non-appealable court decision.

#### § 5 Delivery and shipping

1. The products will be delivered to the location specified by the Business Customer as the delivery address.
2. netvico is not obliged to deliver if this is made impossible through *force majeure*. If the purchase price has already been paid, it shall be refunded immediately.
3. netvico may refuse performance if this would involve disproportionate effort and/or expense with regard to the content of the sales contract and the principles of good faith. The interests of the Business Customer in the performance of the sales contract must be taken into account.
4. netvico shall be permitted to make partial deliveries and render part-performance, and to submit corresponding invoices, if it is not unreasonable to expect the Business Customer to accept this.
5. The Business Customer shall bear the transport risk, even if goods are shipped free of charge by netvico. netvico shall decide upon the most appropriate means of transport.
6. Any loss or damage occurring during transportation must be reported immediately in writing, otherwise the delivery shall be deemed to have been approved.
7. If netvico fails to deliver the products or fails to do so in accordance with the terms of the contract, the Business Customer must request performance from netvico in writing, allowing a period of two weeks. Only after expiry of this additional period is the Business Customer entitled to withdraw from the contract.

#### § 6 Delivery restrictions and changes

1. Because of the pace at which the technology develops, netvico reserves the right to deliver for the same price products which vary from the product description, provided that the products delivered are equivalent to or better than the products ordered in terms of performance data and properties.
2. If the product ordered or an equivalent product is not available because netvico is experiencing supply problems through no fault of its own, and such problems are not merely temporary, netvico shall be entitled to cancel the contract. In this case netvico shall promptly inform the Business Customer that delivery is not possible. If the purchase price has already been paid, it shall be refunded without delay.

#### § 7 Warranty

1. Warranty claims of the Business Customer shall be conditional upon the Business Customer having duly complied with its duties to examine the goods and to report defects as laid down in section 377 of the German Commercial Code (HGB) and having reported defects in writing without delay. The duty of the customer to examine the goods shall also include the test operation of individual items of technical equipment, in particular digital display systems and associated peripherals, and the performance of a test under practical operating conditions

after installation of the necessary software. If goods are not inspected or faults not reported, or if inspections or reports are not carried out in a timely manner, the goods supplied by netvico shall be deemed to have been approved. The same applies if a due and proper inspection is carried out and a defect which was not apparent at that time is subsequently identified but not reported promptly once it is discovered.

2. If several exchangeable and independently functioning individual components are purchased at the same time, the warranty claims shall be limited to the defective individual components.
3. If a product contains a defect at the time of transfer of risk, netvico may decide whether the defect should be remedied or a replacement product delivered. If netvico replaces parts, the replaced parts shall become the property of netvico without payment.
4. Both in the event of repair and replacement, the Business Customer is obliged to send the product to the specified return address at netvico's cost, stating the order number. Before the goods are returned the consent of netvico must be obtained and the manner of dispatch agreed.
5. If netvico fails to remedy defects or deliver a replacement within a reasonable period, the Business Customer shall be entitled to reduce the purchase price or, unless the defect is merely minor, to withdraw from the contract. The Business Customer must allow netvico three attempts to remedy the defect. This shall not apply if in an individual case it would be unreasonable to expect the Business Customer to tolerate repeated attempts to remedy the defect or if netvico unjustifiably refuses to provide a remedy or to do so within a reasonable time.
6. netvico shall not be liable for defects arising from defective installation by the Business Customer (or a third party engaged by the Business Customer). Nor shall any warranty claims exist if a defect is caused by the Business Customer or a third party modifying or improperly using or repairing products without the consent of netvico. The same applies if the product is not installed, operated or maintained in accordance with the manufacturer's instructions. The warranty does not cover the suitability of the goods supplied for a specific purpose not explicitly agreed in the contract, or normal wear and tear or technical depreciation.
7. Should any formation of shadows or burn-ins (so-called image sticking) occur during the continuous operation of digital displays (plasma, TFT and LCD flat screens) this does not represent a defect of the product and is not covered by warranty. Such a behavior is independent of the manufacturer and is the current state-of-the-art.
8. If the Business Customer wrongly reports a defect, netvico is entitled to demand compensation for the expenses incurred.
9. Warranty claims become time-barred twelve months after delivery to the Business Customer. Repairs carried out under warranty do not cause new warranty periods to start running.
10. If products are expressly described as "used", no warranty is given.

## § 8 Duty of the Business Customer to cooperate

1. The Business Customer is obliged to support netvico in the performance of its contractual obligations and to put in place at its own expense all measures necessary within the operator's sphere of operation which are necessary for netvico to properly perform its duties. This obligation also includes a guarantee that the software and development environment used by the operator is virus-free so far as it is possible to ensure this in accordance with the latest available technology.
2. The Business Customer must ensure that the appropriate hardware and software recommended by netvico is available and operational, and that the necessary operating conditions, such as power supply, air conditioning and appropriate premises, telecommunications systems, network environment and internet browsers are available and operational, and that these are properly serviced and maintained.
3. The Business Customer is obliged only to use the software purchased from netvico for the contractually agreed purpose and not to misuse or to use it in an unlawful way, and to refrain using the software to disseminate or publish its own or third party information whose supply,

distribution and use would constitute a breach of criminal law, trade mark or copyright law, competition law, privacy law, data protection law or other statutory regulations. If the Business Customer grants third-party customers the opportunity to post information in areas to which the third-party customer is given access by the Business Customer, the Business Customer shall be obliged to check this information for accuracy, completeness and lawfulness. The Business Customer shall indemnify netvico from all third-party claims asserted in connection with the use, dissemination and provision of information by the Business Customer or its third-party customers using the software supplied. The Business Customer shall reimburse netvico for any loss incurred by netvico arising from claims asserted by a third party as a result of these infringements or alleged infringements of rights. netvico is entitled to reject the dissemination and publication of information by the Business Customer or its third-party customer or to block such material if netvico is aware of a violation of law or infringement of rights or possible violation of law or infringement of rights, or if netvico receives a warning from third party or a government body and/or is advised of violations or infringements. netvico shall inform the Business Customer of these circumstances immediately.

4. The Business Customer is obliged to check material it uses or presents on its own digital display systems in connection with the software supplied by netvico without delay, and to report incorrect or defective content immediately.
5. The Business Customer must keep secret all access data, passwords, access authorizations etc. and protect them against access by third parties.
6. The Business Customer is obliged to create regular back-up copies, in accordance with netvico's instructions, of the data it inputs into the management system and of any additional software it installs, in accordance with the latest available technology, and to keep the back-up copy logically and physically separate from the computer and to safeguard it so that it is possible to restore the data at reasonable time and expense.

## § 9 Liability

1. netvico shall be liable without limitation for damage caused intentionally or through its gross negligence.
2. In cases of ordinary negligence netvico shall be liable only in the event of essential breaches of contractual obligations (cardinal duties). netvico shall also be liable for ordinary negligence if the loss stems from on a risk arising within netvico's sole area of responsibility. In both cases the compensation shall be limited to such loss whose occurrence was reasonably foreseeable at the time the contract was formed, given the circumstances known at the time. The compensation of pure economic loss such as lost production or lost profit shall be limited by the general principles of good faith, e.g. if the level of loss is disproportionately higher than the price of the products.
3. The personal liability of statutory representatives, vicarious agents and personnel of netvico for damage caused by their ordinary negligence is excluded.
4. netvico shall be liable, irrespective of the issue of fault, in the event of fraudulent concealment of the defect or if a guarantee is provided.
5. For competing claims under tort the provisions of this clause shall apply *mutatis mutandis*. All further liability of netvico shall be excluded.
6. The limitations on liability described in clause 9 shall not apply in the case of injury to life, limb and health, or to claims under the German Product Liability Act (*Produkthaftungsgesetz*).

## § 10 Reservation of title

1. netvico reserves title to the products supplied ("reserved-title goods") until such time as the purchase price has been settled in full.

2. The Business Customer is entitled to sell on the reserved-title goods within the usual course of business. The Business Customer shall not be entitled to make other dispositions, in particular the transfer of title by way of security, pledging, sale of the entire stock or clearance sales.
3. The Business Customer hereby assigns its claims arising from the resale of the reserved-title goods - including the corresponding check-based and bill-based claims - together with all ancillary rights to netvico.
4. The Business Customer shall look after the reserved-title goods with the due care of a diligent businessman and shall adequately insure them at its own cost against fire, flood, theft and other risks. The Business Customer hereby assigns its claims arising from insurance policies to netvico. netvico accepts the assignment.
5. If the Business Customer becomes insolvent or if an application to open insolvency proceedings is filed against it, the Business Customer shall no longer be entitled to exercise any rights of disposition over the reserved-title goods. netvico may disclose the assignments, withdraw from the contract and demand the immediate surrender of the reserved-title goods. To facilitate surrender, the Business Customer must store the reserved-title goods separately from its other stock, label them as reserved-title goods belonging to netvico and refrain from disposing over them in any way.
6. The Business Customer must notify netvico immediately in writing of any third-party action in respect of the reserved-title goods or in respect of the claims assigned to netvico and must support netvico in the enforcement of its rights.

#### **§ 11 Take-back and disposal**

1. The Business Customer undertakes to dispose of the goods supplied at the end of their useful life at its own cost in accordance with the statutory provisions and shall to this extent indemnify netvico from the obligations to take back products under section 10 (2) Electrical and Electronic Equipment Act (ElektroG) and thus from all third-party claims in this respect.
2. The Business Customer must require commercial third parties to which it passes on the goods supplied to give a contractual undertaking to duly dispose of these goods at the end of their useful life at their own expense in accordance with the statutory provisions and, in the event that the goods are resold again, to impose an equivalent obligation on the subsequent purchaser.
3. If the Business Customer fails to require third parties to which it passes on the goods supplied to give a contractual undertaking to dispose of the items properly and to impose an equivalent obligation upon their customers, it shall itself be obliged to take back the goods supplied at the end of their useful life at its own cost and to dispose of them properly in accordance with the statutory provisions.

#### **§ 12 Confidentiality**

netvico undertakes to treat trade and commercial secrets of the Business Customer as confidential if these are marked as such or are clearly identifiable as such.

#### **§ 13 Use of data**

By entering into the contract the Business Customer agrees that netvico may store, process and use the data provided, in order to process the required business processes. The Business Customer is entitled to demand information about the nature and scope of the data processing. It is entitled to object to the use and transmission of data and to demand information about the data stored, and correction, blocking or deletion of this data.

#### **§ 14 Export abroad**

netvico points out that the export of products may be subject to provisions of German law or the laws of other countries, and may require the consent of the competent authorities. The Business Customer must observe and comply with these provisions and requirements if it intends to export the products.

#### **§ 15 Governing law, place of jurisdiction**

1. All agreements concluded with netvico shall be subject exclusively to the law of the Federal Republic of Germany under the express exclusion of the CISG.
2. The place of performance and exclusive place of jurisdiction for any disputes arising in connection with this business relationship shall be Stuttgart.

#### **§ 16 Miscellaneous**

1. Should individual provisions of these Terms and Conditions be invalid wholly or in part, this shall not affect the validity of the contract as a whole. An invalid provision shall be deemed to have been replaced by a valid provision which accords as closely as possible with the invalid provision.
2. Upon publication of these Terms and Conditions all previous General Terms and Conditions shall cease to be valid.