

General Terms and Conditions of Logic media solutions GmbH

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- 1. General, scope of application**
 - 1.1 These General Terms and Conditions apply to all legal transactions concluded by Logic media solutions GmbH (hereinafter referred to as "LOGIC") with its contractual partners (hereinafter referred to as "Customer"). Any terms and conditions of the customer which conflict with or deviate from these General Terms and Conditions shall not form part of the contract, even if LOGIC does not expressly object to their inclusion.
 - 1.2 These General Terms and Conditions shall also apply to all future deliveries, services and offers to the customer, even if they are not expressly agreed again.
 - 1.3 The following terms and conditions of LOGIC shall prevail over these Terms and Conditions:
 - For the provision of services and/or works: The contractual conditions for services;
 - For the rental of hardware and other technical equipment: The contractual conditions for rental.
- 2. Offer, conclusion of contract**
 - 2.1 Offers made by LOGIC are subject to change without notice and are not binding, unless they are expressly marked as binding or contain a specific acceptance period.
 - 2.2 The legal relationship between LOGIC and the customer is governed solely by the written agreement including these General Terms and Conditions. This contract shall fully reflect all agreements between the parties to the contract with regard to the subject matter of the contract. Oral undertakings given by LOGIC prior to the conclusion of the agreement are not legally binding and any oral agreements between the parties to the agreement are replaced by the agreement, unless it is expressly stated in each case that they shall continue to be binding.
 - 2.3 Supplements and amendments to the agreements made, including these General Terms and Conditions of Business, must be made in writing to be effective. With the exception of managing directors and authorized signatories, the employees of LOGIC are not authorized to make oral agreements deviating from these Terms and Conditions.
 - 2.4 Information provided by LOGIC concerning the subject matter of the goods or services (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical details) as well as representations thereof (e.g. drawings and illustrations) are only approximate unless their usability for the intended purpose requires exact conformity. They are not guaranteed characteristics of quality, but descriptions or identifications of the delivery or service. Deviations which are based on legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.
 - 2.5 LOGIC retains title or copyright to all quotations and cost estimates made by it and to all drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids provided to the customer. The customer may not make these available to third parties, either as such or in terms of their content, disclose them, use them himself or through third parties or reproduce them. At the request of LOGIC, he must return these items in full to LOGIC and destroy any copies that may have been made if they are no longer required by him in the normal course of business or if negotiations do not lead to the conclusion of a contract.
- 3. Prices, terms of payment**
 - 3.1 Unless otherwise agreed, LOGIC's prices are quoted ex-works and do not include packaging, transport, statutory VAT, customs duties in the case of export deliveries and fees and other public charges.
 - 3.2 Invoice amounts are due for payment within 14 days without any deduction, unless otherwise agreed in writing.
 - 3.3 The offsetting of counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.
 - 3.4 LOGIC is entitled to make any outstanding deliveries or provide any outstanding services only against payment in advance or provision of security if, after the conclusion of the Agreement, it becomes aware of circumstances which are likely to reduce the creditworthiness of the Customer to a material degree and which jeopardise the payment by the Customer of any outstanding claims of LOGIC under the relevant contractual relationship.
- 4. Delivery time**
 - 4.1 Deadlines and dates set by LOGIC for the supply of goods and services are always approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
 - 4.2 LOGIC may, without prejudice to its rights arising out of default by the customer, require the customer to extend delivery dates or postpone delivery dates by the period during which the customer fails to meet its contractual obligations to LOGIC.
 - 4.3 LOGIC shall not be liable for impossibility of delivery or for delays in delivery to the extent that such impossibility or delay is caused by force majeure or other events which were not foreseeable at the time of the conclusion of the contract (e.g. operational breakdowns of any kind, difficulties in obtaining materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, governmental measures or the failure of suppliers to deliver, or to deliver correctly or on time) for which LOGIC is not responsible. Where such events make it significantly more difficult or impossible for LOGIC to supply the goods or services and the hindrance is not of a temporary nature, LOGIC shall be entitled to withdraw from the contract. In the event of an impediment of a temporary nature, the periods for delivery or performance shall be extended or the dates of delivery or performance postponed by the period of the impediment plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract after setting a reasonable grace period.
 - 4.4 LOGIC is entitled to make partial deliveries and to invoice them separately, provided that the partial delivery is reasonable for the customer and that sufficient consideration is given to its legitimate interests.

5. Place of performance, dispatch, transfer of risk

- 5.1 The place of performance for all obligations under the contractual relationship is the registered office of LOGIC, unless otherwise specified. If LOGIC is also responsible for installation, the place of performance shall be the place where the installation is to be carried out.
- 5.2 Unless collection by the customer or collection by third parties has been agreed and the customer has not given any specific instructions, LOGIC shall determine the method of shipment at its sole discretion.
- 5.3 The risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If shipment or handover is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer on the day on which the goods are ready for shipment or handover and LOGIC has notified the Customer of this.
- 5.4 LOGIC will insure the delivery against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.

6. Retention of title

- 6.1 LOGIC retains title to the goods sold until full payment of all present and future claims of LOGIC under the contract and any ongoing business relationship (secured claims).
- 6.2 The goods subject to retention of title may not be pledged to third parties or transferred by way of security before full payment of the secured claims. The customer must notify LOGIC immediately in writing if an application for insolvency proceedings is filed or if third parties seize the goods belonging to LOGIC (e.g. by attachment).
- 6.3 If the customer acts in breach of the contract, in particular in the event of late payment, LOGIC shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of title. The demand for the return of the goods does not constitute a declaration of withdrawal from the contract; LOGIC is rather entitled to demand the return of the goods only and to reserve the right to withdraw from the contract.
- 6.4 Until revocation, the customer is authorized in accordance with (c) below to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall apply in addition.
 - (a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of LOGIC's goods, with LOGIC being deemed to be the manufacturer. If the processing, mixing or combination with goods of third parties results in the retention of their title, LOGIC shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under reservation of title.
 - (b) The customer hereby assigns to LOGIC by way of security all claims against third parties arising from the resale of the goods or the product, either in full or in the amount of LOGIC's possible co-ownership share in accordance with the preceding paragraph. LOGIC accepts the assignment.
 - (c) In addition to LOGIC, the customer remains authorized to collect the claim. LOGIC undertakes not to collect the claim as long as the customer meets its payment obligations to LOGIC,

there is no lack of ability to pay, and LOGIC does not enforce its retention of title by exercising a right under Clause 6.3. However, if this is the case, LOGIC may require that the customer notify LOGIC of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. Furthermore, in such a case, LOGIC shall be entitled to revoke the authority of the customer to sell and process the goods subject to reservation of title.

- (d) If the realisable value of the securities exceeds the claims of LOGIC by more than 10%, LOGIC will release securities of its own choice at the request of the Customer.

7. Warranty, material defects

- 7.1 The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise provided for below. In all cases, the statutory special provisions shall remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse according to §§ 478 ff. BGB).
- 7.2 Warranty claims of the customer presuppose that he has fulfilled his legal obligations to examine and give notice of defects (§§ 377, 381 HGB). In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered upon delivery, inspection or at any later time, LOGIC must be notified immediately in writing. If the customer fails to carry out a proper inspection and/or report any defects, LOGIC's liability for the failure to report the defect or for the failure to do so in a timely manner or properly is excluded under the statutory provisions.
- 7.3 If the goods delivered are defective, LOGIC may initially choose whether to remedy the defect by removing the defect (repair) or by delivering a defect-free item (replacement). In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay in remedying the defect or delivering a replacement, the customer may withdraw from the contract or reduce the purchase price accordingly.
- 7.4 At LOGIC's request, any goods which are the subject of a complaint must be returned to LOGIC carriage paid. If the complaint is justified, LOGIC will reimburse the costs of the cheapest method of shipment; this does not apply if the costs increase because the goods are in a place other than the place of use for which they are intended.
- 7.5 The warranty does not apply if the customer modifies the goods or has them modified by third parties without the consent of LOGIC and this makes it impossible or unreasonably difficult to remedy the defect. In any event, the customer shall bear the additional costs of remedying the defect arising from the modification.
- 7.6 The warranty period is one year from delivery or, if acceptance is required, from acceptance.

7.7 A delivery of used goods agreed upon with the customer in individual cases shall be effected under exclusion of any warranty for material defects.

8. Liability of LOGIC, limitation of liability

8.1 LOGIC is always liable to the customer

- for damages caused by it and/or its legal representatives, executive employees or other vicarious agents intentionally or through gross negligence,
- according to the product liability law and
- for damages arising from injury to life, body or health for which LOGIC, its legal representatives, officers and/or other agents are responsible.

8.2 LOGIC shall not be liable for slight negligence except to the extent that LOGIC has breached a material contractual obligation, the performance of which is essential to the proper execution of the Agreement or the breach of which jeopardises the achievement of the purpose of the Agreement and on the observance of which the Customer may regularly rely. This liability is limited to the typical and foreseeable damages for property and financial losses.

The above paragraph shall also apply to lost profits and missed savings. Liability for other remote consequential damages is excluded.

For each individual case of liability due to slight negligence, the liability is further limited to the contract value, but not to less than EUR 2,000,000.00 €. The parties to the contract may agree on further liability for separate remuneration upon conclusion of the contract.

The unlimited liability according to section 8.1 remains unaffected.

8.3 In the event of loss of data, LOGIC is liable only for the cost of restoring the data if the customer has made a proper backup. In the event of slight negligence on the part of LOGIC, this liability shall only arise if the customer has carried out a proper data backup immediately prior to the action leading to the loss of data.

9. Law and place of jurisdiction

9.1 The law of the Federal Republic of Germany applies.

9.2 The place of jurisdiction in relation to a merchant, a legal entity under public law or a special fund under public law is the registered office of LOGIC.

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