

1. General / Conclusion of contract

- 1.1 The customer's order shall constitute a binding contract offer. CT shall accept the offer by sending an order confirmation in writing or by delivery of the goods.
- 1.2 Transfer of rights and obligations arising from the purchase contract require the prior written approval of CT.
- 1.3 We keep records of your orders for a period of 12 months. If you lose your order records, please contact us by e-mail / fax / telephone. We will send you a copy of the data of your order.

2. Prices and terms of payment

- 2.1 The list prices valid at the time of order placement or order confirmation shall apply for our delivery.
- 2.2 Our prices are net prices and are subject to VAT, shipping costs, cash on delivery (if applicable), installations, trainings etc. The costs are calculated on the basis of size, weight and number of packages, depending on the shipping method.
- 2.3 The invoices of CT are payable immediately and net without deduction. A payment is only deemed to have been made if CT can dispose of the amount. In the event of delayed payment, we are entitled to charge interest of 5% over the current base rate of the European Central Bank, in accordance with the Discount Rate Transition Act [Diskontsatz-Überleitungsgesetz]. Bills of exchange and cheques are only accepted by agreement and conditionally until they are redeemed with payment. Discount and collection costs are generally charged to the customer. We take no responsibility for the speed of processing.
- 2.4 The customer is only entitled to rights of retention insofar that counter-claims relate to the same contractual relationship. Offsetting by the buyer is excluded, unless the counter-claims of the customer have been legally determined or are not disputed by us.

3. Delivery, delivery time, shipping, risk transfer

- 3.1 All items that are immediately available from stock are usually dispatched within 24 hours. If items are not immediately available, so that the delivery time is delayed, CT is not obliged to inform the customer about this delay.
- 3.2 If delivery periods have been agreed, these shall be extended by the time needed by the customer to provide all the information and documentation required to execute the order.
- 3.3 We are not responsible for delays in delivery caused by legal or official regulations (e.g. import and export restrictions). We will report the beginning and end of these delays to the user immediately in important cases.
- 3.4 Part deliveries agreed with the customer shall be considered independent deliveries with regard to payment obligations, risk transfer and warranty obligations.
- 3.5 The mode of dispatch, the dispatch route and company commissioned with the dispatch are determined by us according to our best judgement, unless the customer provides explicit instructions.
- 3.6 The risk is transferred to the customer as soon as the carrier has delivered the goods to the customer. This applies irrespective of who bears the transport costs. In order to assert claims against the seller, the buyer must notify obvious transport damage to the freight forwarder or freight carrier within five working days and then notify the seller.
- 3.7 The dispatch costs are calculated on the basis of the dispatch mode, number, size and weight of the packages.

4. Right of cancellation

- 4.1 According to the Distance Sales Act [Fernabsatzgesetz], the consumer as defined by § 13 of the BGB (German Civil Code) has the option to cancel the contract within two weeks of receiving the goods without needing to give reasons. The period begins at the earliest upon receipt of this instruction. The cancellation can be made in writing (e.g. letter, fax, e-mail) or by returning the goods; timely dispatch to CT Cliptechnik Deutschland GmbH, Ferdinandstraße 09, 01662 Meißen, Germany, is sufficient for compliance with the deadline.
- 4.2 In the case of an effective cancellation, the performance received by both sides shall be returned and possible benefits gained (e.g. benefits from use) shall be surrendered. In the event that the consumer is not able to return the received service or can only return it in a poorer condition, he may be liable to make compensation. This is not applicable when the deterioration of the goods is due exclusively to its testing - similar to what is possible in a retail store. Notwithstanding this, the consumer may avoid this liability to make compensation if he does not use the items as his own property, exclusively commissions qualified and authorised technical personnel of CT with the installation of components, and otherwise refrains from any actions that may reduce the value of the item. The consumer shall bear the cost of the return.

5. Return after the end of the cancellation period

- 5.1 After the end of the cancellation period, goods will only be accepted back if there has demonstrably been a false delivery. Requests for replacements, returns or credits for whose cause CT must accept no responsibility will be dealt with after written confirmation from CT. This also applies if CT arranges the collection in order to examine the request for return of the goods. The basic prerequisite for this is the condition of the goods and whether they are fit to be resold. The amount of the refund shall be calculated on the basis of the resale price to be achieved at the time of receipt.

6. Retention of title

- 6.1 We reserve the right to ownership of the purchase item until full payment of all claims resulting from the delivery contract, including subsidiary claims (e.g. costs for bills of exchange, financing costs, interest rates, etc.). In case of breach of contract by the customer, we shall be entitled to demand return of the purchased item. The demand for return or seizure of the item subject to reservation of ownership does not constitute a withdrawal from the contract.
- 6.2 In the event of levies of execution or other intervention by third parties, the customer must inform us immediately in writing.
- 6.3 Any processing or modification of the purchased goods by the buyer shall always be undertaken on our behalf. If the purchased item is processed with other objects not belonging to us, we shall acquire part ownership of the new object in the same ratio as the value of the purchased item stands to the value of the other objects used at the time they were processed.
- 6.4 If the purchased item is mixed with other objects not belonging to us, we shall acquire part ownership of the new object in the same ratio as the value of the purchased item stands to the value of the other objects used at the time they were mixed. If the object of the customer is to be regarded as the main item, the customer shall assign to us proportionate co-ownership.
- 6.5 The customer is entitled to resell the goods in the ordinary course of business. However, he already assigns to us all claims which derive from such sale and which he may have against his customers or third parties up to the level of the final invoice sum.

7. Warranty / Disclaimer

- 7.1 For a period of 24 months from date of delivery, we guarantee that the delivery item is free of defects according to the respective state of the art. Liability for normal wear and tear is excluded. In the event of the purchase of used goods, we guarantee that the delivery item is free from defects according to the respective state of the art for a period of 6 months from the date of delivery. Wear parts as well as electronic components are excluded from the warranty, whether the device is new or used. Insignificant deviations from the colour, dimensions and/or other quality and performance characteristics of the goods shall not justify any claims of the buyer, in particular not claims under warranty.
- 7.2 If a defect of the purchased item occurs within one year after delivery date, the customer is entitled to assert the right to elimination of the defect or delivery of defect-free goods (subsequent performance), at his discretion. Within the scope of the rectification, replacement by an equivalent product is already now deemed to be accepted. If the chosen type of subsequent performance is associated with disproportionately high costs, the claim is limited to the alternative type of subsequent performance in each case. Further rights, in particular the cancellation of the purchase contract, can only be asserted after the expiry of a reasonable period of time for subsequent performance or if the subsequent performance fails twice.
- 7.3 Insofar as a defect of the purchased item occurs after the expiry of one year after delivery date, the claim is generally limited to rectification due to the regularly occurring unusually high costs, in accordance with § 439 III BGB (German Civil Code). If CT makes a change to an equivalent product, this is already now deemed to be accepted. Further rights, in particular the cancellation of the purchase contract, can only be asserted after the expiry of a reasonable period of time for subsequent performance or if the subsequent performance fails twice.
- 7.4 We assume no warranty for defects and damage resulting from unsuitable or improper use, non-observance of instructions for use, or faulty or negligent treatment. This applies in particular to the operation of the objects with incorrect current or voltage, as well as connection to unsuitable current and compressed air sources.
The same applies to defects and damage resulting from fire, lightning, explosion or network-related overvoltages, moisture of any kind, incorrect or missing program software and/or processing data, unless the customer proves that these circumstances are not the cause of the complaint.
- 7.5 The warranty expires if the customer performs interventions and/or repairs on equipment without explicit written confirmation by CT, or has them carried out by persons who have not been authorised by us, insofar as the fault can be connected to said actions.
- 7.6 Obvious defects must be reported in writing within 2 weeks after receipt of the delivery; otherwise all claims for defects shall be excluded. The provisions of § 377, 378 HGB (German Commercial Code) shall apply for commercial transactions.
- 7.7 In order to prevent data loss due to repair or lack of the goods, we recommend performing periodic data backups, as liability for such damages is excluded. This exclusion of liability does not apply to intentional or grossly negligent causes.
- 7.8 If no defect is found after examination of the purchased item, the CT will charge the costs for examination plus shipping and packaging costs.
- 7.9 Unless expressly agreed otherwise, further claims of the buyer are excluded - irrespective of the legal basis. We shall therefore not be liable for damages which have not occurred directly to the delivery item; in particular, we shall not be liable for loss of profit or other assets of the buyer. The aforementioned restriction on liability does not apply if the damage occurred due to culpable intent, gross negligence, or the lack of promised characteristics, violation of essential contractual obligations, impossibility and claims based on §§ 1, 4 of the German Product Liability Act. We shall not be liable for the restoration of data unless we have caused the loss intentionally or through gross negligence, and the buyer has ensured that a data backup has been carried out so that the data can be recovered with a reasonable effort.
- 7.10 In the event that CT provides the service of retrieving faulty goods from the customer, this will take place subject to examination and fault rectification.

8. Rescission and compensation for non-executed orders

- 8.1 CT may withdraw from a contract if it becomes aware of suspension of payments, the institution of bankruptcy or composition proceedings, rejection of bankruptcy petition for lack of assets, exchange or cheque rejections, or any other ascertained indications of a deterioration in the economic situation of the customer.
- 8.2 If CT withdraws from the contract or if the order is not executed for reasons for which the customer is responsible, then the customer has to pay a flat rate of 10% of the purchase price for the incurred expenses and the lost profit. The flat rate compensation shall be reduced to the extent that the customer proves that expenses or damage have not been incurred. CT reserves the right to assert exceptionally high damages, should these occur.

9. Use of customer data / data protection and data security

- 9.1 General Privacy Statement: CT undertakes to collect personal data only in order to enter the contractual relationship. We strictly adhere to the provisions of the German Federal Data Protection Act. Data collected (name, address) will be stored by us solely for the purpose of the execution of the purchase contract and will only be passed on to our partner responsible for delivery.
- 9.2 Individual Privacy Statement: Your personal data will only be used by us for the purpose of carrying out your orders. Any further use, e.g. for advertising purposes, is excluded, unless we have received your express consent to do so. Our customers can at any time receive information about the scope and purpose of the data processing.
- 9.3 If we have been permitted to use or transmit the data for advertising purposes, this may be withdrawn at any time and the customer may request to be informed about any further recipients of their data. On request, customer data can be corrected, blocked or deleted. No user profiles will be created.

10. Export license

Any approvals of the Federal Office of Economics and Export Control, necessary for the export of the delivered goods, shall be obtained from the customer in his own name and at his own expense. The refusal of such an export license does not entitle the customer to withdraw from the contract.

11. Jurisdiction, partial ineffectiveness, applicable law

- 11.1 In the case of business transactions with merchants and with legal entities under public law, the place of jurisdiction for all disputes arising out of the contract, including actions on bills of exchange and checks, shall be Dresden, Germany; we are also entitled to take legal action at the customer's registered office.
- 11.2 If individual provisions of the delivery contract or these General Terms and Conditions are legally ineffective, the remaining provisions shall remain valid.
- 11.3 Contractual disputes with consumers shall be governed by the law of the country in which the end consumer has his habitual residence.
- 11.4 Regarding commerce with end consumers, the law applicable to the consumer's place of jurisdiction is valid insofar as it concerns obligatory consumer rights provisions.