

badgepoint® Name tag systems – General business terms

Am der Strusbek 48-50, D-22926 Ahrensburg/Germany • Phone.: +49 (0)4102-80660 • Fax: +49 (0)4102-806622

Art. 1 General Remarks and Area of Application

- 1.) These general terms and conditions apply for all present and future business relationships, deliveries and services entered into and performed by badgepoint® Namensschilder Systeme GmbH.
- 2.) Customers referred to in our general terms and conditions are exclusively businessmen or companies, i.e. natural or judicial persons, or incorporated partnerships with which business transactions are entered into and which engage in trading or selfemployed professional activities.
- 3.) Other, opposing or supplementary general terms and conditions do not constitute any contractual component, even if reference is made to these, except where their validity is explicitly acknowledged in writing.

Art. 2 Conclusion of Contract

- 1.) Offers are made by us subject to confirmation. We reserve the right to make technical alterations, as well as reasonable amendments with respect to form and/or colour and/or weight.
- 2.) With the placement of an order, the customer declares a binding intention to purchase the product(s) in question. We are entitled to accept the contractual offer contained in the order within a period of two weeks of receipt. Acceptance can either be made in writing or by delivery of the goods to the customer.
- 3.) Conclusion of contract is subject to correct and timely delivery by our own subcontractors. This only applies when we are not responsible for such non-delivery. The customer will be informed of any non-availability of performance without delay. Any counter-performance will be refunded immediately, or equivalent or higher-quality goods will be delivered instead. Should any such deliveries be regarded as unsatisfactory, these may be returned to us at our cost.

Art. 3 Retention of Ownership

- 1.) We retain right of ownership, copyright and other industrial property rights to samples, cost estimates, concepts, drafts, illustrations, photos, layouts and other such material. These must not be made available to third parties.
- 2.) We also retain ownership of goods delivered by us until full payment of all claims and entitlements arising from an ongoing business relationship.
- 3.) The customer is obliged to take good care of the goods until these have been paid for in full. Should service or maintenance work be required, the customer shall carry this out at regular intervals at his, her or its own cost. The customer is also obliged to notify us immediately of any attachment of the goods by a third party, or of any damage to the goods or loss of goods suffered.
- 4.) We are entitled, in the event of behaviour by the customer that is in breach of contract, particularly default in payment or infringement of a duty arising from the provisions of this contract, to withdraw from the contract and to demand the return of the goods delivered.
- 5.) The reseller is fully entitled to resell the goods in the course of proper and orderly business. The reseller assigns to us at this time all claims to the goods held against a third party in the course of the resale, up to the corresponding invoiced amount. We accept this assignment. Following the transfer the businessman or company is authorized to collect the amount(s) receivable. We reserve the right to collect such receivables ourselves, should the businessman or company fail to meet payment obligations in a proper and orderly manner and default on payment.

Art. 4 Delivery Periods

- 1.) Delivery periods will be individually agreed. The period begins with the receipt of confirmation of order by the customer.
- 2.) Compliance with the agreed delivery periods presumes, in the event of any cooperation obligation on the part of the customer, that the latter satisfies such obligations (e.g. provision of logos or other material) punctually. Any delays will be added to the delivery period.
- 3.) If, after confirmation of order, the customer demands that alterations be made in the execution of the work, the delivery date will begin anew on the date of receipt of confirmation of these alterations.

Art. 5 Payment

- 1.) Your credit card account is debited upon conclusion of the order.
- 2.) The bank collection is done when the merchandise leaves our warehouse.

Art. 6 Payment & Passing of Risk

- 1.) The purchase price offered is binding and does not contain the statutory VAT. For dispatch charges, in the event of consignment orders, please refer to our offer itself, or to our online list of dispatch charges in the Internet, for the exact levels of such charges.
- 2.) The risk of accidental loss of the goods and of deterioration of the goods due to decay passes to the customer at the time of transfer. In the event of consignment orders, risk passes to the customer at the time of the handover of the goods to the forwarding agent, the carrier or the other person or company charged with the dispatch.

Art. 7 Guarantee

- 1.) For defective goods we guarantee subsequent improvement or replacement, at our own choice.
- 2.) Should we fail to make the necessary subsequent improvements, the customer is fully entitled to demand a reduction in price (decrease) or to cancel the contract (rescission), at customer's own choice. However, in the case of a minor breach of contract only, especially in the case of negligible defects, the customer shall not be entitled to rescind the contract.
- 3.) Written notification of obvious defects must be sent within two weeks of receipt of the goods; otherwise the enforcement of guarantee claims is excluded. To observe this deadline it is sufficient that the notification be sent off in good time. The customer bears the full burden of evidence for all claims and entitlements, particularly for the defects themselves, for the time of ascertainment of the defects and for timely notice or letter of complaint.
- 4.) If the customer chooses to rescind the contract on the basis of a legal or material defect, after failure to effect the necessary subsequent improvements, the customer shall have no further right to compensation for damages due to the defect. If the customer chooses compensation for damages, after failure to effect the necessary subsequent improvements, the goods shall remain with the customer, provided this can be reasonably expected. The damage claim shall be limited to the difference between the purchase price and the value of the defective goods. This does not apply if we have fraudulently provoked the violation of contract.
- 5.) The guarantee period is one year as from delivery of the goods. As regards the quality of the goods, only the manufacturer's product description, as agreed, applies. Neither public statements nor praise nor advertising by the manufacturer constitute a contractual quality claim with respect to the goods.
- 6.) No guarantees, in the legal sense of the term, are given by us to the customer. Manufacturer's guarantees remain hereby unaffected.

Art. 8 Constraints on Liability

- 1.) In cases of slight neglect of duty, our liability is limited, in terms of the type of goods, to foreseeable, contractually typical, average direct damage. This also applies to slight neglect of duty on the part of our legal representatives or vicarious agents. In cases of slight neglect of insignificant contract obligations we shall not be liable.
- 2.) The above-mentioned constraints on liability do not apply to claims of the customer arising from product liability. Furthermore, these constraints on liability do not apply in cases of damage to health or loss of life on the part of the customer, where such consequences are attributable to us.
- 3.) Claims of the customer to compensation based on a defect are subject to a limitation period of one year as from the date of delivery of the goods. This does not apply to cases in which we can be blamed for gross negligence or serious default, or in which bodily damage or loss of life by the customer can be attributed to us.
- 4.) In this connection we draw explicit attention to the fact that many of our products are equipped with strong magnets. For safety reasons, sufficient distance should be maintained to pacemakers, credit cards, computer discs and all other items that are sensitive to static magnetic fields.

Art. 9 Privacy terms

- 1.) We strictly observe the compliance with the legal regulations on data protection, in particular the German federal data protection law (Bundesdatenschutzgesetz (BDSG)) and the telemedia law (Telemediengesetz (TMG)). Further information can be found in our Privacy terms.

Art. 10 Copyright and Proprietary Rights

- 1.) Our product photographs and product-describing texts are produced by us at considerable cost and effort and are subject to copyright protection. Neither our customers nor any third parties are entitled to copy these and/or to make use of them for their own Internet offers and/or to permit others to do so. Violations of our proprietary rights, copyright or other protected rights will be pursued by us in the courts.
- 2.) The terms "badgepoint®", "polar®", „amigo®“, „smag®“, "cavex" and „badgeserver®" are registered as trademarks with the German Patent and Trademark Office and, as such, are subject to trademark-law protection. Neither our customers nor any third parties are entitled to use these.

Art. 11 Final Provisions

- 1.) The law of the Federal Republic of Germany applies. The provisions of the United Nations Convention on Contracts for the International Sale of Goods ("UN purchasing law") find no application.
- 2.) The sole place of jurisdiction for all disputes arising from this contract is and shall be – wherever permissible – our registered place of business or Düsseldorf. The same shall apply if the customer has no general place of jurisdiction within Germany, or if the place of residence or habitual abode is unknown at the time of initiation of legal proceedings.
- 3.) Should any of the individual provisions of the contract with the customer, including these general terms and conditions, prove to be invalid at the time of signing or at some later date, in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partly invalid condition is to be replaced by a regulation the commercial success of which most closely approaches that of the invalid provision.