

General terms of sales and delivery

I. General terms

1. If no other terms have been agreed in written, the business relationship between buyer and supplier is subject to the following general terms of sales and delivery.

2. These general terms of sales and delivery are also valid for all future orders of the buyer, even if the supplier does not especially inform him about them with every order.

3. We are not bound by the terms of our clients, even if we have not contradicted them especially.

II. Offers

1. All offers of the supplier, including the terms of delivery, are without engagement.

2. If we have not agreed on something different, the prices are ex works plus the applicable VAT, adequate packaging and transportation insurance.

3. Documents provided with the offer, for example drawings, pictures, models and technical information, are only valid, if they have especially been declared binding. Offers, designs and drawing may not be provided to third parties, especially to competitors, or be used for tenders. If no order is placed,

drawings and further documents have to be returned upon request. The provider reserves the right, to charge designs, drawings, pictures or other documents expressly solicited by the client, even if the order has not been placed.

4. The provider is not obligated to check drawings, designs, models, forms and trademarks for the violation of commercial protection rights. Therefore, the buyer is responsible for the violation of any right in patents or registered patterns. If the provider is held liable for such violations, the buyer has the obligation to set him free or to reimburse him for the costs requested by third parties for the violation of their rights.

5. In case of advertising installation and information banners provided including their installation, the low-voltage installation, providing of scaffolds and lifts, services of other branches like for example masonry, plastering or sealing, costs for a proof of security, official authorization and waste disposal are not included in the price.

III. Orders

1. With the confirmation of the provider, the order becomes binding. In case of complaints or changes, the buyer has to give written notice to the provider within eight days after placing his order.

2. The stated delivery time starts when all technical details and specifications concerning the design are cleared. This also includes an agreed deposit.

3. In case of an act of god, even in case of delay, the provider has the right to postpone the delivery as long as the act of god lasts and for another adequate preparation time, or cancel the contract or any part of it due to the unfulfilled part. The provider informs the buyer about an act of god immediately. An act of god also includes interruptions of operation like fire, fault of commodities or energy, strikes, lockouts as well as problems of routine and so on like

no matter, if these circumstances have been caused at the premises of the supplier, his pre-supplier or sub-contractor.

4. The provider reserves the right to realize technically required changes which, considering the interests of the provider, are reasonable for the buyer.

5. The validity of this contract does not depend on the acceptance of any authorities or third parties. This has to be provided by the buyer. If the provider asks for the approval, he acts as representative of the buyer. Costs and fees of the approval are paid by the buyer. If the buyer expressly insists in production and delivery of the goods, without any required official approval and if this approval is not granted later on, he has the obligation to take and pay the ordered goods.

(. If the order has to be changed due to official regulations, these changes become a part of the contract automatically.

IV. Installation

I. It is understood, that accepted installation work is carried out without problems or delays. Even if they are agreed as a fixed price, installation costs do not include costs due to delays or extra work caused by the buyer. These extra costs are the responsibility of the buyer.

II. If the provider installs advertising installation or information banners,

III. The buyer has to accept them immediately after their installation.

V. Deliveries

1. With dispatch of the goods or dispatch notice the risk of the goods is born by the buyer.

2. Goods are always sent at the risk and costs of the buyer, also in case of delivery free of charge. Incomplete or damaged deliveries have to be reported to the forwarding agent immediately after receipt

3. Orders are carried out according to the production capacity. After this dates the provider may ask for payment of the provided goods, without having put the buyer in arrears. If the ordered or requested goods are not taken within the stipulated term, the provider may store them at costs and risks of the buyer, and request payment of the goods stored and not taken after six months at the latest.

4. Increased or decreased deliveries within an acceptable frame are considered as agreed. Partial deliveries are allowed.

VI. Payment terms

1. If there are no further agreements, invoices of the provider have to be paid within 8 days.

2. The buyer has the right to ask for a deposit for objects of at least €10,000. In this case, 50% are due when placing the order, the remaining 50% when the products are finished.

3. New customers always have to pay in advance. Exceptions have to be granted by the direction.

4. In case of delayed payment, the provider may charge interest (8%) according to § 288 of the German Civil Code. Furthermore, all collecting fees have to be paid.

5. Any offsets and rights of withdrawal are excluded. The only exceptions are undisputed or enforceable counter demand.

6. Travellers, electricians, agents and drivers of the provider need a power of attorney to receive payments.

7. Any non-fulfilment of the payment terms or any circumstances, which the provider gets to know after concluding the contract and which may cause reasonable doubts in the solvency of the buyer, result in the immediate maturity of all receivables, including current bill commitments. In this case, the buyer can also provide a deposit or reasonable security.

VII. Reservation of title

1. All goods remain the property of the provider until all receivables of the business relationship including future businesses or contracts, including interest, are paid. This also includes payments for special receivables.

2. IN case of due invoices, the reservation of property serves as security

3. The buyer may sell the goods himself within normal business, as long as he informs the new owner about the reservation of property of the provider. He may not use the goods as security or pawn them.

Interventions or acts of third parties, which affect the reservation of property of the provider, have to be reported to him immediately. The buyer has to realize all necessary steps to protect the rights of the provider. The seller assigns all ist receivables including all accessory rights from selling these goods under reservation of property to the provider, no matter, if he sells the goods under reservation of property before or after he has paid for them. The buyer is not allowed to conclude any agreement with his buyers,

which exclude or affect the rights of the provider in any way. The buyer has the right to request the receivables assigned to the provider even after the assignment. Especially for cases of late payment of the buyer, the provider reserves the exclusive right to collect these receivables himself. Upon request of the provider, the buyer has to indicate the receivables assigned as well as the corresponding debtors and provide all information required for collecting the money, forward required documents to the provider and inform the depot about the assignment.

4. The provider reserves the exclusive right to collect these receivables himself. Upon request of the provider, the buyer has to indicate the receivables assigned as well as the corresponding debtors and provide all information required for collecting the money, forward required documents to the provider and inform the depot about the assignment.

5. The provider reserves the exclusive right to collect these receivables himself. Upon request of the provider, the buyer has to indicate the receivables assigned as well as the corresponding debtors and provide all information required for collecting the money, forward required documents to the provider and inform the depot about the assignment.

VIII. Liability for defects, warranty

1. If the applicable legislation does not require any different regulation, the provider grants a 12 months warranty for high-voltage luminous discharge lamps with an average operation period of 10 hours daily, whereas illuminants and fuses are excluded from this warranty.

2. We grant six months warranty for ballasts, switching devices and further equipment.

3. With an operation time of 10 hours daily.

-LED with transformer 24 months

-Neon systems with transformer:.....12 months

- Fluorescent lamps ballast unit:.....6 months

-Further materials for advertising installations like foils, acrylic glass or aluminium/steel:.....24 months

-Bleaching of lacquer:.....24 months

-Digital printings with protective laminate:.....24 months

Due to their technical conditions, for some products we have special warranty terms. These conditions are mentioned within the confirmation of your order, among these products there are for example flags, fluorescing colours, special foils and so on...

4. Faulty goods have to be reported to the provider in written immediately, not later than one week after receiving the goods at their destination or after installation has been completed.

5. The provider is not liable for not recognizable, later material faults.

6. In case of a justified notice of a defect, the provider has a right for carrying out a rectification. The buyer has to grant an adequate period of time. If the rectification fails 3 times, the buyer may ask for a change or reduction in contract. All further claims, especially for indemnification for damages not occurred to the goods directly (consequential harms caused by a defect) are excluded.

7. Under this warranty the provider carries the cost of eliminating the failure without the costs for arrival and departure and possible costs for scaffolds and equipment to support the installation.

8. Warranty is excluded, if the buyer himself or a third party, not authorized by the provider, carries out any changes or correction of the goods.

9. The right to hold back the purchasing price or the offset of counter demand against the provider is excluded.

IX. Place of performance and jurisdiction

Place of jurisdiction is the registered office of the provider. As far as nothing different is required by law, the place of jurisdiction is the registered office of the provider. Should the place of residence or abode of the buyer be unknown at the commencement of action, or should he, after concluding this contract, changes his place of residence or abode to a place outside the area of validity of this law, the place of jurisdiction shall be the place of residence of the provider.

X. Further regulations

Should some of the regulations of this contract be ineffective, this has no effect on the validity of the remaining clauses of this contract.