

---

## TS & CS – CONEN SYSTEMS GMBH



### 1. GENERAL

#### 1.1.

All deliveries, services and offers, together with purchases made by Conen Systems GmbH (hereinafter referred to as “Conen Systems”) – including future ones – shall be made exclusively on the basis of the following terms and conditions (hereinafter referred to as “**General Terms and Conditions**”). Deviating, conflicting or supplementary General Terms and Conditions of the buyer, customer or supplier (hereinafter referred to as “**Contractual Partners**”) are herewith explicitly rejected. They shall not be recognized, even if Conen Systems does not explicitly reject them again following receipt or if the shipment is delivered to the Contractual Partner on an unconditional basis. These terms of delivery and payment shall be deemed to be accepted at the latest upon acceptance of the delivered goods or when the service is rendered. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative in terms of the content of amendments and/or ancillary agreements. The possible ineffectiveness of one of these provisions shall not affect the validity of the remaining provisions.

#### 1.2.

The General Terms and Conditions apply to the conclusion of purchase and work contracts. For construction contracts, the provisions set forth in VOB Part B shall apply, which shall be supplemented by the General Terms and Conditions. Conen Systems shall retain the exclusive proprietary rights and copyright to all drawings, illustrations and other documents that are handed over to the Contractual Partner.

#### 1.3.

Duplication and forwarding of documents to third parties without the prior written consent of Conen Systems shall be prohibited and infringements of this provision may result in claims for damages. This shall apply mutatis mutandis to the Contractual Partner’s documents. These may, however, be made accessible to third parties to whom Conen Systems transfers contractual obligations with permission.

### 2. PRICES

#### 2.1.

Unless expressly agreed in writing between the Contractual Partners, all prices quoted are in EURO. All prices are exclusive of any and all direct or indirect taxes, including VAT, sales tax, customs duties or any other sums levied by third parties. Sales tax shall be calculated using the tax rate valid at the time of invoicing, at the latest, however, at the end of the following month after the service has been rendered. Prices shall be subject to change and are non-binding until final order confirmation. Quantity discounts shall only apply to the respective item of the size and color described.

#### 2.2.

If timely delivery (in accordance with the contractually agreed date) does not take place within six months of order confirmation, Conen Systems shall be entitled to charge the prices valid on the day of delivery.

#### 2.3.

The Contractual Partner shall only be entitled to cancel orders already placed within 3 days of receipt of the order confirmation. Cancellations may only be made in writing. Administrative expenses will be invoiced at EUR 50 net. Any additional expenses incurred or materials procured shall be charged to the Contractual Partner on a time and material basis. Orders for custom-made products cannot be canceled under any circumstances. Even if they have not been explicitly marked, custom-made products shall be considered to be such products that are manufactured exclusively for a customer or under the terms of a special framework or call order.

### 3. DELIVERIES

#### 3.1.

Deliveries shall include packaging, with the exception of projection screens, spare parts and accessories. Conen Systems shall not be responsible for providing packaging or other goods-securing systems beyond the mere transport purposes.

#### 3.2.

If the Contractual Partner expressly requests unpackaged shipment and requests shipment without protective packaging for cost and/or logistical reasons, the Contractual Partner shall bear the full risk.

#### 3.3.

Additional costs incurred due to requests for a particular type of shipment will be invoiced.

#### 3.4.

The free domicile prices stated in the price list apply to deliveries within Germany, excluding its islands, of standard products as well as projection screens up to a width of 600 cm. Deliveries abroad will be made by corresponding agreement upon individual request. The shipping costs for projection screens, spare parts and accessories up to a value of € 119.00 shall be borne by the Contractual Partner.

#### 3.5.

However, if the goods are delivered to special instructions of the buyer and to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall already pass to the forwarding agent, the carrier or any other person or institution designated to execute the shipment upon delivery of the goods to them. This shall also apply if partial deliveries are made or if Conen Systems has assumed responsibility for other services (e.g. shipping or installation). In the event of damage in transit or loss of the shipment, it is recommended that an immediate statement of facts takes place with the carrier/forwarder. Damages, including hidden damage in transit, losses or similar, shall be reported to the carrier/forwarder within 6 days. Conen Systems is only able to forward complaints resulting from damage in transit if the damage is identified and confirmed by the carrier/forwarder upon delivery of the goods.

#### 3.6.

If the shipment is delayed upon request by the Contractual Partner or for any other reason within its sphere of responsibility, the risk shall be transferred to the Contractual Partner upon notification of readiness for shipment by Conen Systems. In this case Conen Systems shall be further entitled to store the goods appropriately at the

expense of the Contractual Partner and to take all measures necessary to preserve them. The statutory provisions regarding default in acceptance shall remain unaffected.

#### 3.7.

Delivery shall be made to the curbside. The Contractual Partner shall be responsible for transport of the goods from the curbside to the final place of use and shall provide sufficient ancillary personnel for this purpose at its own expense.

#### 3.8.

Force majeure, strikes, curfews, power failures, shortage of raw materials and defects in trucks, trains, containers and container ships together with delivery delays caused thereby shall not entitle any party to claim damages.

#### 3.9.

An agreed delivery period shall commence when the technical clarification (taking of measurements, etc.) has been fully completed. This period shall be interrupted in the event of circumstances arising for which the Contractual Partner is responsible. The same shall apply in the event of force majeure, labor disputes and operational disruptions for which Conen Systems is not responsible through gross negligence. This shall also include interruptions to production caused by a lack of raw materials, provided Conen Systems is not guilty of gross negligence.

#### 3.10.

If Conen Systems is late with a delivery, the Contractual Partner shall state this explicitly and grant an extension to the delivery deadline of 4 weeks. A non-trader shall determine and set the deadline in simple written form, while a trader shall do so by registered mail. If the goods have still not been delivered by the end of the extended delivery deadline, the Contractual Partner shall be entitled to withdraw from the contract by making a written declaration. Claims for damages or contractual penalties resulting from non-fulfillment or delay shall be excluded, unless Conen Systems can be proven to have acted with gross negligence or intent.

#### 3.11.

Partial deliveries of large scale overall orders may be charged separately where appropriate.

#### 3.12.

Costs incurred as a result of unjustified refusal to accept or rescheduling by the Contractual Partner shall be reimbursed by the latter. The same shall apply in the event of a total or partial delay in call-off orders.

### 3.13.

Conen Systems shall only take back defect-free goods that have already been delivered following prior written confirmation and against a credit note amounting to the product price, less a handling fee of 10 percent of the product price. Custom-made products shall be excluded from this. All returns shall take place at the risk and expense of the Contractual Partner. The returned goods must be unused, faultless, complete and in their original packaging. Packaging may not be marked or relabeled.

## 4. ASSEMBLY

### 4.1.

If assembly is performed by Conen Systems, the Contractual Partner shall ensure that the products are properly stored in locked rooms. It must furthermore be ensured that only Conen Systems' employees have access to this room. The Contractual Partner shall be liable for any losses, theft or damage.

### 4.2.

If the goods are delivered by Conen Systems' fitters, it must be ensured in advance that access and parking facilities are available and usable in the immediate vicinity, and that suitable contractual routes are easily accessible. Parking facilities shall not include areas in which an express parking ban applies (fire department maneuvering zone, parking spaces for disabled persons, no-stopping zones).

### 4.3.

If it is still necessary to move the goods within the building or between different floors, the Contractual Partner may be charged additional costs.

### 4.4.

The provisions set forth in VOB (Part B) shall apply to the transfer of risk.

### 4.5.

Assembly costs shall be considered to be for on-site, professional preparation and on-site fasteners for absorbing the total load of the item being assembled (if necessary also dowels, suitable fixtures, etc.) for stable horizontal ceilings. If the prerequisites are not available on-site, Conen Systems shall provide the required service in addition and shall charge the Contractual Partner separately. Any additional costs for drilling, cutting, thread cutting, erection of scaffolding, suspensions, partitioning shall be borne by the Contractual Partner. Protective profiles, niches, and casings shall be provided by the customer (dimensions must correspond to Conen Systems' requirements), unless they are expressly in-

cluded in the price quoted. Scaffolding must be suitable for the purpose of assembly and comply with the Employer's Liability Insurance Association's regulations. It shall be provided by the customer, free of charge, as are the necessary means of transport (elevator, etc.).

### 4.6.

For electrical systems, the installation of the supply cables as well as the installation and connection of switches, plug connectors and control devices must be performed by a locally authorized electrician in accordance with the VDE rules. Cost to be borne by the customer.

### 4.7.

Concealed installations at the assembly site must be made known to the fitters in good time (exact marking). Conen Systems shall not be liable for any damages resulting from failure to do so.

### 4.8.

Costs resulting from improper preparation for construction work, as well as waiting times caused by delays, shall be charged to the Contractual Partner once verified.

### 4.9.

In the event of self-assembly, the safety and assembly instructions contained in the operating and assembly manuals for the respective products shall be taken into consideration. The manufacturer's liability shall elapse if assembly is not performed in accordance with the assembly instructions.

### 4.10.

If it is suspected that the product may be contaminated with harmful substances (asbestos or similar), this suspicion must be reported at the latest when the order is placed. Conen Systems shall pass on to the responsible party any costs incurred as a result of failure to comply with this duty to inform.

## 5. PAYMENT

### 5.1.

Provided no deviating individual agreements have been reached, all payments to be made by the Contractual Partner shall be due within 30 days of the invoice date and shall be made to Conen Systems free of charge in such manner that Conen Systems can freely dispose of the payment amount on the due date at the latest. Conen Systems shall be entitled at any time, including within the scope of an ongoing business relationship, to carry out a delivery completely or partially only against advance payment. If the payment term is exceeded, Conen Systems reserves the right to charge inte-

rest amounting to 8 % p.a. above the respective base interest rate. The statutory regulations concerning late payment shall remain unaffected by this. For new customers, or if there is a corresponding negative payment history, Conen Systems reserves the right to request a credit report if necessary. Sales tax becomes due in accordance with the statutory regulations – also in the event of partial payments.

**5.2.**

Payments shall be made directly to Conen Systems. Upon expiry of the above payment deadline, the buyer falls into default.

**5.3.**

In the event that payment is delayed by more than 2 weeks, Conen Systems shall be entitled to demand the immediate settlement of all orders due for payment. Deliveries will then only be carried out against prepayment or the provision of another form of security.

**5.4.**

Regardless of whether the Contractual Partner has deviating repayment arrangements, Conen Systems shall be entitled to first credit the payments of the Contractual Partner against its older liabilities. If costs and interest have already been incurred, Conen Systems shall be entitled to offset the payment by the Contractual Partner first against the costs, then against the interest and only then against the principal claim. Conen Systems shall inform the Contractual Partner about all of this.

**5.5.**

Legal rights of the Contractual Partner to offset against the claims of Conen Systems shall be excluded, unless the counterclaim is either legally established or due and undisputed.

**5.6.**

It shall be considered as agreed that the invoice recipient accepts electronic invoicing in accordance with §14 of the German Sales Tax Act (Umsatzsteuergesetz, UStG).

**6. WARRANTY**

**6.1.**

Conen Systems warrants that its products are free of defects in material or workmanship, subject to below schedule.

PRODUCTS	WARRANTY
Single column, motorized column systems RLI & SCETA series	5 years
All other systems	2 years

This warranty only applies to products purchased directly from an authorized Conen Systems dealer and is only valid

for the original purchaser and for the original installation. The warranty is terminated upon transfer or sale of the product. For warranty service a proof of date of original purchase must be provided.

**6.2.**

Any claims over and above this, in particular compensation claims for direct or indirect damages, shall be excluded, unless Conen Systems can be proven to have acted with gross negligence or intent. Moreover, the limitations stipulated in this section 6 shall not cover liability for guaranteed characteristics, for loss of life, physical injuries or damage to health or under the German Product Liability Act (Produkthaftungsgesetz). Defects or failures resulting from force majeure, faulty installation, operating errors, overvoltage conditions, atmospheric influences or improper assembly (including electrical installation) by third parties shall be excluded from all warranties. This shall also apply to defects and damage resulting from natural wear and tear or improper handling. Warranty claims shall be excluded in the event of insignificant deviations from the agreed quality level, minor impairment of usability, natural wear and tear or damage occurring after the transfer of risk which results from incorrect or negligent handling, excessive stress, unsuitable equipment, defective construction work, unsuitable subsoil or resulting from special external influences which are not provided for in the Contract, as well as claims arising due to non-reproducible software errors. If the Contractual Partner or third parties carry out improper modifications or repair work, then warranty claims for these and the resulting consequences shall also be excluded. In the event of interventions in or modifications to the goods carried out by the Contractual Partner or by third parties after delivery, the Contractual Partner shall not be entitled to make any claims under the warranty. If devices are installed in ceilings, enclosures, niches or similar installation locations in such a way that free access for installing the entire device is not guaranteed, a warranty claim shall only exist if access to the device is completely free. In the event of a justified complaint, the Contractual Partner shall be entitled to claim free supplementary performance or replacement of the defective device, in accordance with Conen Systems' wishes. For this purpose, Conen System reserves the right to return the goods to the factory for subsequent performance or to perform this work on site. Carrying out supplementary performance on site shall only be possible if the devices are fully and freely accessible, with no restrictions. In the event of interventions in or modifications to the goods carried out by the Contractual Partner or by third parties after delivery, the Contractual Partner shall not be entitled to make any claims under the warranty. If de-

vices are installed in ceilings, enclosures, niches or similar installation locations in such a way that free access for installing the entire device is not guaranteed, a warranty claim shall only exist if access to the device is completely free. In the event of a shipment of goods, only the goods themselves will be replaced. Conen Systems shall not be liable for any additional costs incurred for assembly, auxiliary equipment or similar. Conen Systems reserves the right to invoice the cost of assembly. Conen Systems shall not be held liable for consequential damage caused by equipment failure. Repairs carried out under warranty shall not initiate new warranty periods.

#### **6.3.**

In the event of services arising from purchase and work contracts, complaints by Contractual Partners who are traders must be notified immediately in writing and by non-traders at the latest within 6 days following receipt of the goods. The date of receipt of the goods shall be the date stamp on the consignment note. If defects are not notified within the period specified above, the goods shall be deemed to have been delivered and accepted in accordance with the terms of the Contract. This shall not apply to hidden defects.

#### **6.4.**

Damage in transit shall be reported to the freight carrier immediately upon delivery (statement of facts, see par. 3. point 4).

#### **6.5.**

Deviations in color, decor and design that occur in the course of technical development shall not justify complaints. Samples shall be considered demonstration pieces for which customary deviations are permitted.

#### **6.6.**

Conen Systems' products shall not be exchanged or taken back in the case of made-to-measure and custom-made products, even if so requested by the Contractual Partner.

#### **6.7.**

If the Contractual Partner is a trader, he shall neither be entitled to the defense of non-fulfillment of the contract nor to a right of retention of payment due to defects in the object of purchase, unless the warranty claim on which the right to refuse performance is based is undisputed or has been legally established, or if Conen Systems can be proven to have acted with gross negligence or intent.

#### **6.8.**

The Contractual Partner shall grant Conen Systems two attempts to remedy the defect through subsequent perfor-

mance. Should both attempts fail, the Contractual Partner shall be entitled to withdraw from the contract or reduce the purchase price. However, if the defect is insignificant in nature, there shall be no right to withdraw from the contract. The statutory provisions shall apply in the event that warranted characteristics are not fulfilled. The Contractual Partner shall not be entitled to offset the purchase price unless his counterclaim is undisputed or has been legally established.

#### **6.9.**

When delivering info terminals, the supplied equipment may only be opened by qualified personnel. Each device must be disconnected from the power supply before opening. The floor-mounted units must always be securely fixed to the floor. If the floor unit is not fixed to the floor, the Contractual Partner shall assume full liability for any consequential damage. Conen Systems assumes no liability and provides no warranty for damages caused by faulty fixing. Where hardware, hardware components and standard software from third party manufacturers are supplied, Conen Systems shall be entitled to make warranty claims asserted by the Contractual Partner against it dependent on recourse to Conen Systems' suppliers, unless this is unreasonable for the Contractual Partner.

Where computer hardware, operating systems and other software are purchased, these items shall not be considered as being sold together. Insofar as the systems supplied by Conen Systems are technically interchangeable and independently functional individual components – in particular PCs, printers and other peripheral devices – defects in such individual components shall not entitle the Contractual Partner to assert warranty claims against the supplied systems. The Contractual Partner's warranty claims shall be limited to the defective individual components in accordance with these Ts & Cs. Insofar as Conen Systems supplies systems with commercially available standard software at the request of the Contractual Partner, the warranty shall be limited to the functionality of the respective data carrier. Regardless of the manufacturer, the so-called 'image sticking effect' that may occur on TFT screens corresponds to the current state of the art and does not constitute a defect. Conen Systems accepts no liability whatsoever for this.

## **7. TAKE-BACK AND DISPOSAL**

At the end of use, the Contractual Partner undertakes to dispose of the delivered goods at its own expense in accordance with

the statutory regulations. The Contractual Partner shall indemnify Conen Systems from its obligations pursuant to §10 para. 2 of the German Electrical and Electronic Equipment Act (ElektroG) (obligation to take back) and all associated third party claims. The Contractual Partner shall place commercial third parties, to which it passes on the delivered goods, under an obligation to dispose of such goods properly at the end of use at their own expense and in accordance with the statutory provisions, and for them to impose a corresponding obligation on further parties in the event of the goods being passed on again. Should the Contractual Partner fail to place third parties under such obligation to assume responsibility for proper disposal and impose a corresponding obligation on their customers, the Contractual Partner itself shall be obligated to take back the delivered goods at its own expense at the end of use and to dispose of them in accordance with the statutory provisions. Conen Systems' claims pursuant to point 7 of these Ts & Cs shall not expire before two years following the final end of use of the equipment. The two-year suspension of expiration period shall commence at the earliest upon receipt by Conen Systems of a written notice from the purchaser confirming end of use.

## 8. RETENTION OF TITLE

### 8.1.

Conen Systems shall retain title to the delivered goods until all claims, including future claims arising during the settlement period of the respective contractual relationship, including any existing claim arising from a current account relationship, have been settled. The surrender of a bill of exchange or check shall not be regarded as payment until the paper has been honored. The rights of Conen Systems arising from retention of title shall also apply until it is fully released from contingent liabilities, in particular guarantees or bill of exchange liabilities, which were entered into in the interest of the Contractual Partner in connection with a check/bill of exchange transaction.

### 8.2.

The Contractual Partner shall store the goods subject to retention of title for Conen Systems free of charge. The Contractual Partner shall be entitled to process or treat the goods supplied by Conen Systems within the scope of its ordinary course of business. Such treatment or processing shall be carried out on behalf of Conen Systems, but without incurring any costs for Conen Systems. In the event a new item is created as security for the claims to which it is entitled, Conen Systems shall acquire joint ownership of that item. The Contractual Partner is merely the custodian thereof. However,

the new items shall only serve as security for Conen Systems' claims in the amount of the purchase price of the processed goods subject to retention of title. The latter undertakes to transfer ownership of the goods subject to retention of title or the newly created items to the Contractual Partner as soon as the latter has settled Conen Systems' outstanding claims.

### 8.3.

The Contractual Partner shall only be entitled to resell goods delivered by Conen Systems within the scope of its ordinary course of business. The following shall then apply: The Contractual Partner herewith assigns to Conen Systems all claims to which it is entitled from the resale of the goods or for any other cause in law associated with the transfer of the goods. If the goods subject to retention of title are sold together with other goods not belonging to Conen Systems, then the assignment of claims resulting from the resale shall only apply up to the amount of the purchase price of the goods subject to retention of title at the time of delivery.

### 8.4.

If the goods subject to retention of title are resold after processing, in particular after processing with other goods not belonging to Conen Systems, the assignment of claims shall be in the amount of the purchase price of the goods subject to retention of title at the time of processing. If the goods subject to retention of title are used by the Contractual Partner to fulfill a work contract, the Contractual Partner herewith assigns to Conen Systems the claim arising from this contract up to the amount of the purchase price of the goods subject to retention of title at the time of delivery. If the delivered goods belonging to Conen Systems are installed to fulfill a work contract, the assignment of claims shall, in the event that Conen Systems' property is destroyed during installation, be made in the amount of the purchase price of the goods subject to retention of title (including installation costs).

### 8.5.

If the goods subject to retention of title or the item owned or co-owned by Conen Systems are not paid for in cash in the event of sale or processing in line with a work contract, the Contractual Partner shall reserve the title to the sold item vis-à-vis its customers under the same conditions under which Conen Systems reserved title to the goods subject to retention of title upon delivery. The assignment of the claims shall not be communicated provisionally to customers. The Contractual Partner shall be authorized to collect the claims pending further notice, but shall not be entitled to dispose of the claims in any other way (e.g. by assignment). Conen



Systems shall be entitled to revoke authorization at any time and to collect the claim itself. Upon request by Conen Systems, the Contractual Partner shall notify the customers of the assignment. It also undertakes, upon request by Conen Systems, to provide the customers' names together with the amount of the assigned claim and present to Conen Systems all of the information required in order to collect assigned claims. Retention of title shall also remain in force, in accordance with the above agreements, if Conen Systems' claims are included in a current account and the account balance has been settled and acknowledged. Upon full payment of Conen Systems' claim arising from the business relationship, ownership of the items and all of the assigned claims shall be transferred to the Contractual Partner. Conen Systems undertakes to release the securities to which it is entitled, in accordance with the above provisions, insofar as their value exceeds the claims to which it is entitled against the Contractual Partner by more than 25 %. Only such securities shall be released for which the underlying goods and services of Conen Systems have been paid. Other dispositions, in particular pledging and transfer of ownership by way of security, shall not be permitted without Conen Systems' consent. The Contractual Partner shall be obliged to inform Conen Systems immediately and in writing of any seizure of the goods or of the assigned claims by third parties or of any claims raised by third parties against the goods or the claims. In the event of seizure, a copy of the seizure protocol shall be sent to Conen Systems. The costs arising from asserting Conen Systems' rights in accordance with these conditions shall be borne by the Contractual Partner.

## 9. RIGHT OF WITHDRAWAL

Conen Systems shall be entitled to withdraw from the Contract if, following its conclusion, a significant deterioration in the Contractual Partner's financial situation occurs which jeopardizes its claim to payment, or if the Contractual Partner had already been in such a situation when the Contract was concluded and this only became known subsequently. Instead of withdrawing from the contract, Conen Systems shall be entitled to demand immediate cash payment. Evidence of such events shall be deemed to have been furnished by the information provided by a reputable credit agency or bank.

## 10. RETURNS

The Contractual Partner may only return goods following prior agreement with and consent of Conen Systems. The basic

prerequisite for this is that the goods are in their original condition and in the original packaging. Return shipments shall be invoiced to the Contractual Partner with a handling fee of up to 20 % of the net value of the goods and the total transport costs incurred.

## 11. BINDING NATURE OF THESE TERMS AND CONDITIONS

These terms and conditions shall remain binding in their remaining parts, even if individual provisions are found to be legally ineffective. This shall not apply if adhering to the contract would represent an unreasonable hardship for one of the Parties.

## 12. PLACE OF JURISDICTION

The place of performance for deliveries and payments shall be Morbach. In dealings with a trader, a legal entity under public law, a special fund under public law or with a Contractual Partner that does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all potential disputes arising from the business relationship between Conen Systems and the Contractual Partner – also for procedures conducted on the basis of documentary evidence – shall be Morbach. However, Conen Systems shall also be generally entitled to bring an action at the place of performance of the commitment to supply in accordance with these General Terms and Conditions or an overriding individual agreement or at the general place of jurisdiction of the Contractual Partner. The laws of the Federal Republic of Germany shall apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 13. DATA PROTECTION

For all information associated with the handling of personal data please see the separate Conen Systems GmbH privacy policy at [www.conen-systems.com/en/privacy](http://www.conen-systems.com/en/privacy).

*Last updated 01.01.2022*