

Terms and Conditions (Translation)

This document is a translation of our German terms and conditions, which can be obtained from the following location: <http://nerian.de/agb-de.pdf>.

We have prepared this translation to the best of our knowledge. Should there be any confusion about one or several terms in this document, please refer to the original version. The original version remains the only legally binding document.

§ 1 Scope and Offerers

- (1) The following terms and conditions are valid solely for sales of goods and other services from:

Nerian Vision GmbH
Zettachring 2
70567 Stuttgart
Germany

- (2) Our range of goods is targeted solely to buyers who are considered businesses according to §14 Sec. 1 BGB (civil code of Germany).
- (3) Our shipments, services and offers are made solely on the base of these terms and conditions. The terms and conditions are valid for businesses, and hence are also valid for future business relationships, even if they are not again explicitly agreed upon. We already object the acceptance of any terms and conditions of our customers, which contradict our own terms and conditions.

§ 2 Conclusion of Contract

- (1) The presentation of goods on our website is not a binding proposal for the conclusion of a buying contract. Rather it is a non-binding invitation to order goods from us.
- (2) When stating your intent to purchase a good, we will prepare a non-binding offer for you.
- (3) A binding offer to buy (§ 145 BGB) results when you state your acceptance to our offer in writing, by phone or through e-mail.

§ 3 Prices

- (1) The prices that were valid at the time of placing an order are effective. Hence there exists no right to receive goods at prices that were valid at an earlier or later time. Should we also consider your order for a price reduction that was made after the time of order, then this happens voluntarily and without legal obligations.

§ 4 Conditions of Payment; Default

- (1) The following payment methods are provided:
 - Prepayment with invoice,
 - Credit card.
- (2) When selecting prepayment as the desired payment method, we will tell you our bank details. The invoice amount is to be transferred to our account within 20 days from receiving the order confirmation.

- (3) When selecting credit card as the desired payment method, we will reserve the amount on your credit card at the time of order (“authorization”). The actual charge will be performed when the ordered good is being shipped. If an order can be shipped immediately, then the credit card is already charged at the time of order.
- (4) Should your payment be in default, then you are obligated to pay the legal default interest of 9% on-top of the base rate. In addition there exists an entitlement to the a payment of a lump-sum of 40 Euros. The enforcement of other compensations is reserved.

§ 5 Set-off / Lien

- (1) A right for set-off is only granted if your counter claims have been legally established and are not objected by us.
- (2) You can only make use of a lien if your counter claims are based on the same contractual relationship.

§ 6 Shipping; Reserved goods

- (1) If not stated otherwise, the goods are shipped from our store to your designated shipping address.
- (2) We reserve ownership of the shipped goods until the full payment of all outstanding bills of the current business relationship. Pawning or transfer by way of security is not permitted before the ownership is transferred.
- (3) You are permitted to sell the goods in the regular course of business. In this case you already cede all claims to the invoice amount, which result from this sale, to us. We accept the cession, however, you are entitled to collect the claims. If you do not duly fulfill your payment obligations, then we reserve the right to collect the claims ourselves.
- (4) In case of combination or blending of the reserved goods, we receive common ownership of the new item in proportion of the invoice amount of the reserved goods to the other processed items at the time of processing.
- (5) We pledge to release the securities to which we are entitled upon request, if the liquidable value of our securities exceeds the secured claim by more than 10%. We are in charge of selecting the released securities.

§ 7 Warranty

- (1) If not stated otherwise, warranty claims are subject to the lawful regulations of the sales law (§§ 433 et seq. BGB) with the following modifications:
 - You are required to promptly inspect the goods with due diligence regarding quality and quantity discrepancies, and to report apparent shortcomings within 7 days from receiving the goods. The sending time is sufficient for meeting this time limit. This also holds with respect to hidden faults from the moment of discovery. In breach of this inspection and reporting duty, the assertion of the warranty claims is foreclosed.
 - In case of faults, we fulfill the warranty at our choice through amendment or replacement. In case of amendment, we are not required to cover additional costs that occur because the goods are located at a place other than the place of fulfilment, unless this location is due to the intended use of the goods.
 - If replacement fails twice, then you can chose between a reduction or a resignation from the contract.
 - The warranty period is one year from the time of delivery. This limitation does not hold for claims resulting from damage of life, body or health or the beach of essential con-

tractual obligations, whose duly fulfillment facilitated the contract in the first place, and whose compliance can be regularly expected by the contractual partner (cardinal obligation), and for claims due to other damages that result from a deliberate or grossly negligent breach of duty by the user or his assistants.

§ 8 Liability

- (1) Full liability: We are fully liable for deliberate and grossly negligent carelessness according to the product liability act. For slight negligence we are liable for damage of life, body or health of people.
- (2) In other cases the following limited liability holds: For slight negligence we are liable only in case of breach of essential contractual obligations, whose duly fulfillment facilitated the contract in the first place, and whose compliance can be regularly expected by the contractual partner (cardinal obligation). The liability for slight negligence is limited in value to damages that are foreseeable at the time of conclusion of the contract, and whose occurrence is typically anticipated. Liability limitations exist with respect to our vicarious agents.

§ 9 Final Remarks

- (1) Should one or more terms in these terms and conditions be invalid, then the validity of the remaining terms is not altered.
- (2) Contracts between you and us are only subject to German law, to the exclusion of the conditions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) If you are a merchant or a corporate body under public law or public assets, then the business location of the seller is the place of jurisdiction for all disputes form or with respect to the contracts between you and us.

These terms and conditions are based on a template from HÄRTING Rechtsanwälte