

# General conditions of business

## LaserAnimation SOLLINGER GmbH

### 1. General conditions

1.1. The deliveries, services and offers provided by LaserAnimation GmbH (LA) shall be conducted solely in accordance with these conditions of business. These general conditions of business apply to all contracts with companies as specified in § 14, section 1 of the German Civil Code.

1.2. The conditions of business of the contractual partner or of third parties arising from conclusive action shall not be included; in particular, the conditions of business of the contractual partner shall not be included in this agreement following the acceptance of deliveries or services and payment.

1.3. These conditions of business shall also be agreed for all future contracts with the contractual partner.

1.4. Any conditions of the contractual partner which run counter to these general conditions of business, or which deviate from them, only apply when LA has stated specifically and in writing that they may be applied.

1.5. § 312e, section 1, clause 1 no. 1 to 3 and clause 2 of the general conditions of business shall be eliminated by agreement.

### 2. Conclusion of the offer and contract

2.1. The offers submitted by LA are subject to confirmation and non-binding. A contract shall be concluded only following the confirmation of the contract in writing by LA.

2.2. The confirmation of contract by LA is decisive for the scope of delivery or service.

2.3. Subsidiary agreements, changes, extensions and modifications to the requirement for written form are only binding following their confirmation in writing by LA.

2.4. Drawings, illustrations, dimensions, weights and other service data are only an integral part of the contract when this has been agreed specifically in writing.

### 3. Prices and conditions of payment

3.1. Prices are given in EUR from the factory, inclusive of packing and dispatch, plus the legally specified VAT tax in each case. All information given in brochures, price lists or on the LA website is non-binding. Only those prices given by LA in the written confirmation of contract are decisive.

3.2. Insofar as no other statement is made, LA shall abide by the prices given in its offers for 30 days (from the date of the offer). Fees for additional deliveries and services shall be calculated separately.

3.3. LA retains the right following the contract tender to demand a prepayment on transfer or delivery of goods. Insofar as no other agreement has been reached, invoices are due for payment to LA immediately on receipt, and are to be paid in full within 14 days. Any discounts granted shall no longer apply should a delay in payment arise, and shall subsequently be claimed.

3.4. The deduction of rebates must be agreed separately in writing.

3.5. Should a delay in payment occur, LA shall charge a fee for each demand for payment (reminder) of €5.00 as a lump sum compensation, unless the contractual partner is able to prove that in actuality, the costs which have arisen are lower.

3.6. Should a delay in payment occur, LA is furthermore entitled to charge interest on the sum demanded of 8% p/a above the current valid basic interest rate and from the date the payment was due. LA retains the right to make a claim for any subsequent damage which may arise.

3.7. The contractual partner may only offset those demands which are uncontested or which are recognised by declaratory judgement. No assertion of the repayment rights may be submitted against LA in business transactions.

### 4. Period of delivery and service

4.1. Agreements or information on the time of service and delivery are only binding when they are given in written form, or when they have been confirmed in writing by LA.

4.2. LA retains the right to deliver in instalments insofar as this is reasonable to the contractual partner.

4.3. The observance of deadlines for deliveries requires the punctual receipt of documents, the necessary approvals and authorisations, the observance of the agreed conditions of payment, and other obligations on the part of the contractual partner, together with the clarification of all technical issues. If these requirements are not met in due time, the deadlines shall be extended accordingly. This does not apply when LA is responsible for the delay.

Should the failure to observe deadlines be caused by force majeure or the occurrence of unpredictable impedances, even when they affect suppliers to LA or their sub-suppliers, LA is also not responsible for delays to deliveries and services when agreed deadlines and dates are binding. The deadlines shall be extended accordingly.

In the case of a delay on the part of LA, the contractual partner retains the right to withdraw from the contract after a reasonable period of grace has expired without effect. Item 7 also applies in this case (Liability).

The contractual partner is obliged to declare within a reasonable period of time following a request by LA whether they shall withdraw from the contract due to the delay in delivery, or whether they shall maintain their demand for delivery.

4.4. Should a delay in acceptance occur on the part of the contractual partner, or should they otherwise be in breach of their obligations, LA retains the right to demand compensation for the damage caused to them, including any additional expenses which may have arisen. In this case, the risk of accidental loss or an accidental deterioration in business shall also be passed to the contractual partner at the point in time at which a delay in acceptance occurs on the part of said partner.

4.5. Deliveries shall be made from the factory in Berlin, or at another dispatch point according to the decision taken by LA. LA shall usually dispatch goods via the Deutsche Post postal service, or via other private package delivery services. In exceptional cases, and following prior written agreement shall LA dispatch goods via forwarding companies. The costs of dispatch, in particular for particular types of dispatch (e.g. express, early delivery) shall be borne by the contractual partner, together with a transport insurance policy to be concluded by LA.

### 5. The passing of risk

Risk shall be passed to the contractual partner as soon as the consignment has been transferred to the person responsible for completing the transportation, or when it has left the LA factory or the other dispatch point for dispatch purposes. If the dispatch is held back on the request of the contractual partner, or if the contractual partner refrains from receiving the goods, the risk is passed to the contractual partner with the notification of readiness for dispatch. No renewed notification of readiness of dispatch is required when receipt of the goods has been refused.

### 6. Retention of title

6.1. The delivered goods remain the property of LA until all the demands arising from the business agreement on the part of LA against the contractual partner have been met (extended retention of title).

6.2. While the retention of title exists, the contractual partner is forbidden from pledging or transferring the goods by way of security. A resale is permitted solely in the routine course of business, and when the third party has been immediately informed of the retention of title. Should a resale occur, the contractual partner shall already at this point relinquish in full all receivables from the invoiced amount which are due to them as a result of the resale to a third party. LA shall

revocably entitle the contractual partner to collect the receivables ceded to them under their own name in their invoice. This direct debit authorisation may only be recalled when the contractual partner fails to meet their payment obligations in the agreed manner.

6.3. Insofar as the value of all security rights to which LA is entitled does not exceed the value of all secured claims by over 10%, LA shall according to their own procedure release on demand a corresponding portion of the security rights.

6.4. Should levies, confiscations or other acts of disposal, or the intervention of third parties arise, the contractual partner must inform LA immediately.

Should obligations on the part of the contractual partner fail to be met, in particular when delays in payment occur, LA retains the right after a reasonable period of time set for the contractual partner to provide the service has passed without a positive result to withdraw and to recall the goods. The contractual partner is obliged to hand over the object in question, or can if appropriate demand the surrender of the contractual party's claims for handover from third parties. The withholding or impounding of reserved goods by LA does not signify a withdrawal from the contract.

### 7. Guarantee

LA is liable for defects in quality as follows:

7.1. The guarantee for services provided by LA is based, insofar as no other stipulation is subsequently agreed, on the legal regulations.

7.2. All those parts or services which show defects in quality within the period of limitation – regardless of the period of operation – are according to a procedure selected by LA to be improved free of charge, re-delivered or re-performed, insofar as the cause of the defects has arisen at the point in time of the passing of risk.

7.3. Claims for defects in quality are subject to a limitation period of 12 months following delivery or approval. The period of guarantee begins from the point in time of transfer to the contractual partner or approval, regardless of the knowledge of the contractual partner regarding a defect in the service. This does not apply in cases where the legislation compulsorily prescribes longer periods, or in cases where life, body or health is put at risk due to a deliberate or grossly negligent breach of obligations arises on the part of LA, or when a defect is fraudulently concealed. The legal regulations regarding the expiry, stoppage and restart of time periods remains unaffected.

7.4. The contractual partner is obliged to submit a written complaint to LA immediately regarding obvious defects in quality, however at the latest within one week following receipt of the delivery or service. Defects which cannot be detected within this period, even following a careful examination, must be reported to LA in writing immediately following their detection.

7.5. Initially, the LA must be granted an opportunity for subsequent delivery within a reasonable period of time.

7.6. Should the subsequent delivery again prove to be defective, the contractual partner – irrespective of any claims for damage according to the regulations contained in these conditions – may withdraw from the contract or reduce the value of payment.

7.7. Claims for defects do not apply when only minor deviations arise from the agreed quality standard, in which only minor impairment occurs to usefulness, or for natural wear and tear. Claims for defects also do not apply for defects which arise following the passing of risk as a result of incorrect or careless handling, excessive strain, unsuitable operating agents, or particular external influences which are not provided for in the contract, and for non-reproducible software errors. Should changes be made or servicing work be conducted by the contractual partners or by third parties, these and the consequences which arise from them are also not subject to claims for defects.

7.8. No claims may be submitted on the part of the contractual partner with regard to the expenses required for the purpose of subsequent delivery, in particular transport, route, employment and material costs, insofar as the expenses arise due to the fact that the object of delivery has subsequently been transferred to a site other than the place of business of the contractual partner, unless the transfer conforms to its intended use.

The following additionally applies for software:

7.9. LA guarantees that the software ceded to the contractual partner corresponds to the program specifications of LA, insofar as the software is installed on the device systems specified by LA in accordance with LA guidelines. Claims for defects may only be submitted with regard to those software defects which arise which can be reproduced at any time. LA is obliged to rectify defects which are not insignificant for utilisation in accordance with the contract, while retaining the right to undertake to rectify the defect according to their own procedure, by installing an improved software version or by providing instructions regarding the rectification of the defect or the avoidance of its effect. LA shall not be responsible for ensuring that the software functions without error in all those combinations which have been selected by the contractual partner, yet which have not been specified by LA.

7.10. Should the operating and maintenance instructions not be followed, or changes be made to the delivered goods or services, parts be replaced or consumables be used which do not conform to the original specifications, no claims for defects may be submitted.

7.11. Any claims for defects against LA may only be submitted by the immediate contractual partner, and cannot be transferred without the written agreement of LA.

#### **8. Other claims for damages**

8.1. LA is liable without limitation for damage caused from injury to life, body or health which arises from a negligent breach of obligation on the part of LA, or from a deliberate or negligent breach of obligation on the part of a legal representative or auxiliary of LA. LA is furthermore liable for other damage caused by their deliberate or gross negligence, and by the absence of guaranteed features. For damage caused by gross negligence, and damage resulting from the breach of significant contractual obligations, or the absence of guaranteed features – the so-called cardinal obligations – or the absence of guaranteed features as specified in clause 2, LA is liable to a limited degree up to the value of the predictable damage regarded as typical in the contract. LA is furthermore liable for the deliberate or grossly negligent action of auxiliaries and legal representatives, and in the case of compulsory legal liability in accordance with the legislation on product liability. No further liability shall be borne. In particular, no liability shall be borne by LA for the recovery of data, insofar as this data cannot be reproduced at a reasonable cost. The contractual partner retains responsibility for data security.

8.2. All claims for damage against LA, its employees or other auxiliaries or assistants are subject to a limited period of 12 months following the occurrence of the damage, unless a shorter limited period has been legally specified, or the damage results from a deliberate act or fraud. Claims arising from an offence and the regulations stipulated in the product liability legislation are an exception; here, the legal specifications regarding the limited period apply.

#### **9. Industrial property rights and copyright**

9.1. Should a third party submit a justified claim within one year from the date of delivery of the goods due to a breach in industrial property rights or copyright by a service developed and/or performed by LA, LA is liable, insofar as no legal specifications stipulate otherwise, as follows:

a) LA shall effect according to their own procedure and at their own expense a right of use for the service performed, modify the service in such a manner that the property rights are no longer infringed, or replace the service if the utilisation of the service as stipulated in the contract is not impaired. Should this not be possible under conditions which are reasonable to LA,

the contractual partner retains the legal right of withdrawal or mitigation.

b) LA is only obliged to perform the measures listed in a) of clause 1 when the contractual partner reports immediately in writing to LA the claims submitted by the third party, with a representative description of the breach of obligation, when a breach is not accepted, and when the contractual partner concedes without limitation to LA all authority to decide with regard to legal expenses and the completion of settlement procedures. Should the contractual partner refrain from utilising the service for reasons of damage minimisation or other significant reasons, they are obliged to inform the third party that no acknowledgement of a breach of property rights shall arise as a result.

The regulations regarding claims for damage compensation also apply.

9.2. No claims may be submitted by the contractual partner according to 8.1. when the contractual partner is responsible for a breach in property rights. Furthermore, no claims may be submitted insofar as the breach of property rights results from special requirements specified by the contractual partner, from a utilisation which cannot be foreseen by LA or from the fact that a modification to the service is made by the contractual partner, or that it is used in conjunction with services which are not performed by LA.

9.3. The contractual partner is obliged to support LA to the greatest possible extent in their defence against a breach of property rights.

#### **10. Software rights**

10.1 The contractual partner shall receive a non-exclusive, non-transferable right of usage for the software together with any modifications, extensions or supplements which may be made to it and the documentation included with delivery, this right being not subject to a time limitation and applying solely to internal use.

10.2. LA remains the sole owner of the copyright. The contractual partner is not permitted to make accessible to third parties, or to modify, copy or duplicate in any way any software, documentation and, where applicable, subsequently delivered modifications, extensions or supplements, without the prior written agreement of LA unless the duplication serves the purpose of providing a back-up copy which is to be labelled as such.

10.3. The contractual party is obliged to take measures to prevent third parties from accessing the software and documentation without authorisation. The original data carriers supplied, together with the back-up copy, must be kept in a place which is secured against access by third parties. The contractual partner shall exempt LA from damage which may occur as a result of a breach in this obligation. The employees of the contractual partner must be expressly informed of the necessity of observing these contractual conditions, as well as the copyright stipulations.

#### **11. Information regarding the website**

11.1. All information related to offers listed by LA on its website is non-binding with regard to current validity, correctness, completeness and quality. LA expressly retains the right to modify, supplement or publish parts of the pages or the entire offer, either temporarily or permanently, without making a specific announcement to this effect.

11.2. In principle, no claims for liability may be submitted against LA which relate to damage of a material or non-material nature, and which have been caused by the utilisation or non-utilisation of the information provided, or by the utilisation of erroneous and incomplete information, insofar as LA is not compulsorily liable due to deliberate or grossly negligent action.

11.3. LA shall provide links to external offers in the "References" and "Sales" links. LA is not liable for contents, and in particular, for damage resulting from the utilisation or non-utilisation of information provided in this manner. LA has no influence on the design and contents of the linked pages. LA distances itself, with reference to the decision reached by the Hamburg regional court on 12 May 1998 (file ref.: 312 O 85/98), from all contents on the pages linked to its website,

and is not the owner of these contents. This declaration applies to all links to external pages provided on the LA website. The provider or site operator in question is responsible for the contents.

LA guarantees that at the point in time when the links are established, no illegal contents can be detected in the pages to be linked. LA has no influence on the current and future design, contents or copyright in relation to the linked and connected pages. For this reason, LA expressly distances itself from all contents of linked/connected pages which have been altered following the establishment of the links. Should any breach occur, LA shall remove the relevant links immediately.

11.4. All rights are retained by LA to its website © 2002 by LaserAnimation Sollinger GmbH, 10827 Berlin, Germany. All images, graphics, texts, sound, video and animation data included in this website are subject to copyright and other legislation which protects intellectual property. No duplication, modification or utilisation in other electronic or printed publications is permitted without the express agreement of LA.

#### **12. Data protection**

12.1. The data required for the completion of the order shall be stored in accordance with the specifications stipulated in the data protection legislation, and shall be treated in confidence.

12.2. LA retains the right to transfer data to credit companies for purposes of credit or solvency inspections.

#### **13. Final conditions**

13.1. The sole place of jurisdiction, when the contractual partner is a commercial trader, is the site of the registered office of LA for all disputes arising directly or indirectly from the contractual agreement. However, LA retains the right to submit legal claims at the site of the registered office of the contractual partner.

13.2. The law of the Federal Republic of Germany applies, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.3. Should individual conditions included in these general conditions of business be ineffective, or should they not be applicable in individual cases, e.g. when the contractual partner is not a commercial trader, the effectiveness of all remaining conditions remains unaffected.