

# multichannel\* systems

## Terms and Conditions

Multi Channel Systems MCS GmbH, Aspenhastrasse 21, 72770 Reutlingen, Germany

### 1. Application of Terms

The following terms and conditions apply to all contracts with Multi Channel Systems MCS GmbH. By placing an order the customer accepts below terms. The terms and conditions of the customer are not binding for us, even if they are deviating from our own. Our terms and condition apply exclusively, even though the order of the customer includes other restrictions and additions. No supplement to or change or modification of any of the terms or conditions herein shall be valid or binding unless confirmed in writing by us.

### 2. Orders

Orders are subject to availability of merchandise. A contract of sales is not considered to be effective until we have confirmed the order in writing. The written acceptance of offer is binding. However, additional arrangements of any kind and subsequent modifications have to be confirmed by us.

### 3. Prices

- a. All prices are exclusive of value-added tax. This tax shall be specified separately in the applicable amount as prescribed by law.
- b. In each case the dedicated current price lists do apply.
- c. All prices are subject to change without notice to the end user. Distributors will be informed 30 days minimum in advance.
- d. Prices mentioned in our offer are based on our calculations at the time when the offer is made. Should prices for necessary devices from other companies increase by at least 10 per cent, we are entitled to increase the stipulated prices by the extra costs. The customer will be informed immediately. The customer has the right to withdraw his order within 7 days after notification of the price increase.
- e. Minimum order value: EUR 100.

### 4. Payment

- a. Net payment is due within 30 days upon the date of the invoice with no deduction allowed and without prejudice to any notification of defects.
- b. The day the payment is regarded as effected is the day when the amount is available to us.
- c. The retention of payments or set-offs based on any counterclaims contested by the customer shall be precluded.
- d. In accordance with BGB§288, in case of default of payment within the stipulated time period, default interest on arrears of at least 4% above the ECB base rate is due and payable.

### 5. Shipping and Handling

- a. Prices do not include shipping and handling (costs for transport, customs export and import taxes). Orders will be shipped best way possible. Packing will be made carefully, it is not refundable. Actual cost of shipping and handling will be charged.
- b. Every precaution is taken to ensure safe arrival, but our responsibility ceases when shipment is turned over to carrier.

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## 6. Shipping errors

- a. Shipments must be checked immediately upon receipt. Any errors on our part will be corrected upon notification within 14 days from receipt of material. The merchandise must be in its original and resalable condition.
- b. Hidden deficiencies must be notified immediately, at latest 6 months after receipt of merchandise.
- c. Returned defective merchandise will be exchanged for the same product only. Credit will not be issued for returned defective merchandise.

## 7. Time of delivery

We will do everything possible to deliver within the specified time. In the event of restrictions, which are not within our power to overcome, we will exceed the date of delivery for a reasonable period or terminate the contract in whole or part. Deferred delivery or termination of contract will not entitle the customer to claim compensation.

## 8. Retention of title

Merchandise delivered remains property of Multi Channel Systems MCS GmbH until all payments due to the sales agreement have been received.

The customer shall treat the merchandise subject to retention of title with responsible care. Any change of location and interference by third parties, shall immediately made known to us in writing. However, pledging and conveyance is not authorized.

If the customer cannot fulfill his obligations, all goods must be returned by request.

## 9. Cancellation of order

If the customer cancels a contract then he shall be liable to pay us all costs that result from the cancellation. This applies in particular for cancellation fees from our suppliers, when we have to cancel our orders with them. Costs for returning of merchandise free of defects shall be borne by the customer.

## 10. Intellectual Property Rights

Claims for compensation resulting from infringement of trademarks, patents, patent applications, utility models, registered designs or copyrights of third parties against us, our distributors or persons employed by us in the performance of our obligations are excluded, unless they are based on gross negligence or willful intent of ourselves.

## 11. Jurisdiction

All disputes regarding contracts of sales are governed by German law.

Place of performance and jurisdiction is Tübingen.

## 12. Severability

**Should any of the ordinances of this contract infringe (partially or entirely) against mandatory regulations, the remaining ordinances will remain equal in strength.**

July 20, 2006

Multi Channel Systems, MCS GmbH  
District council Tübingen, HRB 2616