

GENERAL TERMS AND CONDITIONS

This translation is intended to help you understand the German general terms and conditions in English. This is not a legally binding translation.

1. Commercial data

Address

ALPHA-Numerics GmbH
Römerstrasse 32
D-56355 Nastätten

VAT no. - DE815157884
HR No. - HRB 22688 Local Court Koblenz

Bank Nassauische Sparkasse
Head Office Wiesbaden
SORT CODE 510 500 15

EURO account

Account no. 83 000 71 00
IBAN DE73 5105 0015 0830 0071 00
SWIFT NASSDE55

2. Scope of the GTC

Unless otherwise stated, these terms and conditions apply to our online presence as well as to all written documents of ALPHA-Numerics GmbH. The General Terms and Conditions of Sale and Delivery are available as a PDF document and are an integral part of every offer, order confirmation, delivery, and every invoice from ALPHA-Numerics GmbH.

2.1 Deliveries within Germany

German law applies to all details which are not described in the General Terms and Conditions of Sale and Delivery.

2.2 Deliveries outside Germany

For deliveries outside Germany, the same provisions and legal principles apply as within Germany. We reserve the right to stop delivery, immediately terminate the contract and take legal action in cases of malicious or wilful deception regarding the use of the end product and/or misuse of the products for criminal applications, and expressly reject liability of any kind.

2.3 Obligation to report

With this in mind, ALPHA-Numerics GmbH is obliged to report the use of contract products in critical end products.

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3. Price, dispatch, sales & delivery conditions

Unless otherwise stated, these General Terms and Conditions of Sale and Delivery, as at 01.02.2010, apply in principle

3.1 Validity

The following General Terms and Conditions of Sale & Delivery apply to all contracts and contractual relationships between ALPHA-Numerics GmbH and the customer or supplier. Deviating regulations and in particular conditions of the customer which are in conflict with these General Terms and Conditions of Sale & Delivery are only valid if ALPHA-Numerics GmbH agrees to them in writing. By signing purchase contracts or orders based on our offer, which refer to the General Terms and Conditions of Sale & Delivery, the customer expresses that he has taken note of the General Terms and Conditions of Sale & Delivery and has recognised them as binding.

3.2 Offers

Offers that do not contain an acceptance deadline (offer validity) or an elapsed deadline are non-binding.

3.3 Conclusion of contract

The contract shall not be deemed concluded until ALPHA-Numerics GmbH has confirmed its acceptance in writing after receipt of the order. Purchasing conditions of the customer are generally invalid without the written confirmation of ALPHA-Numerics GmbH. Verbal agreements require written confirmation by ALPHA-Numerics GmbH in order to be valid. The conclusion of the contract can also be made dependent on financial security or advance payment.

3.3.1 Contracts with private individuals

In principle, sales to private individuals are subject to advance payment

3.3.2 Contracts for technical services

With the order and payment for a technical solution or a constructive design, this does not automatically become the property of the customer. Without a written clause in the contract, the customer/purchaser automatically grants ALPHA-Numerics GmbH the right to protect its intellectual property and know-how in the form of drawings, plans, sketches and technical proposals in the development or design, and tacitly acknowledges this in accordance with these public General Terms and Conditions of Sale and Delivery. If the design or the technical solution is passed on to third market partners for commercial utilisation, ALPHA-Numerics GmbH reserves the right to claim 5% of the turnover achieved with the product or the service provided with it pro rata temporis.

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3.3.3 Confidentiality towards third parties

By ordering a service, the customer agrees to the following that ALPHA-Numerics GmbH may pass on data received to its partner companies for the performance of the contract work. In principle, the partner companies of ALPHA-Numerics GmbH involved may only use any customer data to carry out the work and shall not receive any ownership rights to this data or to the results obtained. The same confidentiality obligations that arise from the contract between ALPHA-Numerics GmbH and the end customer apply here.

3.4 Prices

The prices quoted are always net ex domicile of ALPHA-Numerics GmbH, exclusive of VAT, unpacked, and unless otherwise stated in EURO.

3.4.1 Unavoidable price adjustments

ALPHA-Numerics GmbH expressly reserves the right to adjust the contractually agreed prices by a percentage in the following cases:

- a) if the labour rates or material prices demonstrably change significantly* between conclusion of the contract and delivery
- b) in the event of large price differences between the conclusion of the contract and the delivery date due to massive* exchange rate fluctuations of foreign currencies of the suppliers of ALPHA-Numerics GmbH
- c) in the event of changes in customs tariffs for the movement of goods with the countries of ALPHA-Numerics GmbH's suppliers between the conclusion of the contract and the delivery date

* "massive" means a fluctuation of + 5%

3.4.2 Contract cancellation due to price adjustments

In the event of price adjustments, the contract can only be cancelled if all of the following points are clearly fulfilled:

- a) The materials ordered do not include or are not customised products
- b) ALPHA-Numerics GmbH itself may withdraw from the contract with its suppliers without incurring any obligations
- c) If the goods, basic or raw materials have not yet been used in production
- d) The other party has notified ALPHA-Numerics GmbH in writing of its intention to withdraw from the contract within five working days of notification of the price adjustment

3.4.3 Ancillary costs

All ancillary costs such as the costs of packaging, freight and insurance shall be borne by the customer, as shall all types of charges and fees, unless otherwise agreed in writing.

3.4.5 Minimum order surcharge

For goods worth less than EUR 100.00 per order and/or delivery, a minimum quantity surcharge of EUR 30.00 will be charged.

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3.5 Payment deadline

Each invoice must be paid within the payment period stated on the invoice. Unless otherwise agreed, this is 14 days net from the invoice date, net without any deductions. Payments must be paid into our corresponding bank accounts.

3.5.1 Payment obligation

The payment obligation is fulfilled when the invoice amount in the corresponding currency has been received in Germany in our bank account or in cash and is at our free disposal.

3.5.2 Tool and initial costs

Tool costs or initial costs (if applicable) are due when the order is placed and will be invoiced immediately when the order is placed.

3.5.3 Partial deliveries

In the case of planned and unplanned partial deliveries, payment shall be made in accordance with the scope of the individual deliveries.

3.5.4 Delivery difficulties

The payment deadlines must also be complied with if transport, delivery, assembly, commissioning, or acceptance of the delivery is delayed or made impossible for reasons for which ALPHA-Numerics GmbH is not responsible. It is not permitted to offset, reduce or withhold payments due to claims, complaints, loss, defects caused by transport or counterclaims of the customer not recognised by ALPHA-Numerics GmbH.

3.5.5 Reminders

If the customer does not meet the agreed payment deadlines, he will be reminded by a "payment reminder" with a payment deadline of 10 days. If this period expires unused, a "final reminder" will be sent in writing and a processing fee of EUR 70.00 will be charged. After the 10-day period following the date of printing of the "final reminder" has elapsed, official debt collection proceedings will be initiated automatically and without further consultation.

In principle, interest on arrears must be paid from the due date. The default interest is 10%.

3.5.6 Delivery stop

If the payment obligation for partial deliveries is not fulfilled on time, ALPHA-Numerics GmbH reserves the right to withhold outstanding partial deliveries.

3.6 Retention of title

The delivered goods (hardware) shall remain the property of ALPHA-Numerics GmbH until the purchase price has been paid in full. ALPHA-Numerics GmbH is generally authorised to register the retention of title.

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3.6.1 Duty of care

The customer is obliged to take general care of the unpaid goods or delivery and to co-operate in measures necessary to protect the property.

3.7 Delivery time

Unless otherwise agreed, the agreed delivery periods shall be regarded as standard times.

3.7.1 Delivery time extensions

The delivery period shall be reasonably extended by:

- a) if ALPHA-Numerics GmbH has not received the information required to fulfil the order in good time, or if the customer has changed this information after placing the order and thus caused a delay in delivery
- b) if impeding circumstances occur at ALPHA-Numerics GmbH, the customer or a third party for which ALPHA-Numerics GmbH is not responsible
- c) if the customer is in arrears with the execution of the work to be carried out by him or with the fulfilment of his contractual obligation, in particular if he does not comply with the terms of payment.
- d) Delayed delivery shall not give rise to any claim for damages or cancellation of the contract.
- e) A contractual penalty for late delivery requires a special mutual written agreement.

3.8 Transport and insurance

Transport shall be at the expense and risk of the customer. Complaints in connection with the transport must be addressed by the customer to the last carrier immediately upon receipt of the delivery or the freight documents and reported to ALPHA-Numerics GmbH in writing within 5 working days

3.8.1 Transport insurance

Insurance against damage of any kind shall only be taken out at the express request of the customer and at the customer's expense. Even if it is to be taken out by ALPHA-Numerics GmbH, it shall be deemed to have been taken out as an order and for the account and risk of the customer.

3.8.2 Transfer of benefit and risk

Benefit and risk shall pass to the customer upon dispatch of the delivery from the domicile of ALPHA-Numerics GmbH, even if the delivery is made FRANKO, CIF, FOB or under similar clauses, or even if the transport is organised and managed by ALPHA-Numerics GmbH.

3.8.3 Transport delays

If dispatch is delayed or rendered impossible for reasons for which ALPHA-Numerics GmbH is not responsible, delivery will be made at the expense and risk of the customer.

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3.9 Product liability

In principle, all products supplied by ALPHA-Numerics GmbH are the responsibility of the customer to ensure that they are used appropriately and as permitted by law. ALPHA-Numerics GmbH rejects any product liability in this respect. The customer of a service or product must make his own enquiries as to whether and how the products supplied are to be used sensibly and in accordance with the law. All special agreements require the written form of contract.

3.10 Warranty and defects (hardware)

The customer must inspect the delivery within 5 working days of receipt and notify ALPHA-Numerics GmbH immediately in writing of any defects, enclosing the delivery note. If the customer fails to do so, the delivery shall be deemed approved. If the customer fails to notify ALPHA-Numerics GmbH of defects within the mentioned period, the claims for compensation and damages shall lapse.

3.10.1 Elimination of defects (hardware)

If the customer has reported defects in the delivery in due time, ALPHA-Numerics GmbH undertakes to repair or replace the defective or unusable parts at its discretion. Special conditions only apply in written form.

3.10.2 Compensation for damages

Any further claim of the customer due to defective delivery, in particular for damages and cancellation of the contract, cannot be claimed without a written contract form.

3.11. Re-export

The customer acknowledges that the re-export of delivered goods is subject to Swiss or the respective legal control regulations. Where such regulations apply, re-export licences must be obtained by the customer before exporting the goods.

3.12. Place of fulfilment, applicable law and place of jurisdiction

3.12.1 Place of fulfilment

The place of fulfilment for both parties is the business domicile of ALPHA-Numerics GmbH, even if the delivery is made FRANKO, CIF, FOB or under similar clauses.

3.12.2 Applicable law

The contract and the contractual relationship between ALPHA-Numerics GmbH and the customer are subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods and the Vienna Convention on the International Sale of Goods is excluded.

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3.12.3 Place of jurisdiction

The place of jurisdiction is the district office of the district in which the respective registered office of ALPHA-Numerics GmbH is entered in the commercial register.

4. Transport damage

ALPHA-Numerics GmbH specifically points out that transport damage or defects due to transport must be reported in writing within 5 working days of the date of receipt of the goods in order to notify our insurance company accordingly. We accept no liability for complaints or notices of defects received later.

5. Data protection on the Internet

If the opportunity for the input of personal or business data (email addresses, name, addresses) is given, the input of these data takes place voluntarily. The use of all services offered is - as far as technically possible and reasonable - also permitted without entering such data or by entering anonymised data or a pseudonym.

6. Content of the website

The author assumes no liability for the topicality, correctness, completeness or quality of the information provided.

Liability claims against the author relating to material or non-material damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are fundamentally excluded, unless there is evidence of wilful intent or gross negligence on the part of the author. All offers are subject to change and non-binding. The author expressly reserves the right to change, supplement or delete parts of the pages or the entire offer without prior notice or to cease publication temporarily or permanently.

7. References and links

In the case of direct or indirect references to external websites ("links") that lie outside the author's area of responsibility, a liability obligation would only come into force in the event that the author is aware of the content, and it would be technically possible and reasonable for him to prevent use in the event of illegal content. The author hereby expressly declares that no illegal content was recognisable on the linked pages at the time the links were created.

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8.2 Patents, design protection of products and publications

If infringements of copyright or patent law are detected, we request immediate notification in order to clarify further steps. We reject any liability for unintentional infringements and refer to the obligation to notify.

9. Disclaimer

This disclaimer is to be regarded as part of the internet publication which you were referred from. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

10. Email - Newsletter

In accordance with the new legal regulations concerning the sending of SPAM emails, every voluntarily registering website visitor agrees to receive the ALPHA-Numerics GmbH newsletter.

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This agreement is based on the possibility to unsubscribe at any time in the email/newsletter. We are also open about the content and guarantee a purely technical and commercial content without violating the personal sphere of the customer.

10.1 Disclaimer

Although we make every effort to counteract unlawful acts, we must decline any liability for damages or false information in connection with the newsletter for technical reasons of the Internet (phishing, etc.).

11. Seminars and training courses

All services within the scope of our seminars are subject to the following General Terms and Conditions.

11.1 Registrations

You can register with us by telephone, in writing, by fax or by e-mail. You will receive a confirmation of registration from us immediately, from this point on your registration is binding. As the number of participants for some of our seminars, workshops and events is limited, we will consider registrations in the order in which they are received. Your data will be stored for internal purposes only.

11.2 Cancellations

You can cancel your registration up to 15 working days before the start of the seminar for an administration fee of € 100. In the event of cancellation after the 15th day before the event, 50% of the participation fee will be withheld or invoiced; in the event of cancellation less than 7 days before the start of the seminar or no-show, the full seminar fee will be withheld or invoiced.

In general, participation in an event is only possible after payment of the participation fee.

However, you may nominate substitute participants at any time, provided that they fulfil the seminar requirements.

ALPHA-Numerics GmbH reserves the right to cancel events for organisational reasons. In the event of cancellation, we will offer you the option of rebooking to another date and/or venue free of charge. If you do not make use of this option, your paid fees will be refunded without any further claims.

11.3 Fees

The fees for attending our events must be paid in full no later than 10 working days before the event date. You will not receive any reduction in the event fee if you only attend our seminars temporarily.

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11.4 Copyright

We reserve all rights, including those of translation, reprinting and reproduction of the seminar documents or parts thereof. No part of the documents - including extracts - may be reproduced in any form without our written authorisation - not even for the purposes of teaching - and in particular may not be processed, copied, distributed or used for public reproduction using electronic systems.

11.4 Rights

Some of the software used in ALPHA-Numerics GmbH seminars is protected by copyright and trademark rights. This software may not be copied or processed in any other machine-readable form and may not be removed from the seminar room.

11.5 Liability

In our seminars, lessons and exercises are organised in such a way that every attentive participant can achieve the seminar objectives. However, we are not liable for the success of the event. ALPHA-Numerics GmbH is not liable for damage caused by viruses on copied data carriers. No data carriers brought by participants may be copied onto our computers. We reserve the right to assert claims for damages should we suffer damage as a result of a breach of this rule.

We do not guarantee that the products, methods, processes, and other names mentioned are free from third-party property rights.

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