

## **General delivery conditions for use towards entrepreneurs**

### **1 Validity**

(1) All deliveries, services and offers of the seller are made exclusively on the basis of these general delivery conditions. These are part of all contracts that the seller concludes with his contractual partners (hereinafter also referred to as "client") for the deliveries or services he offers. They also apply to all future deliveries, services or offers to the client, even if they are not agreed separately again.

(2) Terms and conditions of the client or third parties do not apply, even if the seller does not separately object to their validity in individual cases. Even if the seller refers to a letter that contains or refers to the terms and conditions of the client or a third party, this does not mean that the terms and conditions apply.

### **2 Offer and conclusion of contract**

(1) All offers of the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Orders can be accepted by the seller within four hours of receipt.

(2) Information provided by the seller on the subject of the delivery or service (e.g. weights, dimensions, usage values, resilience, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximate unless otherwise the usability for the contractually intended purpose requires an exact match. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Customary deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts are permitted, provided they do not impair the usability for the contractually intended purpose.

(3) The seller reserves the ownership or copyright of all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the client. Without the express consent of the seller, the client may not make such items or their content accessible to third parties, disclose them, use them or let them being used by third parties or reproduce them. At the request of the seller, he must return these items in full to the seller and destroy any copies that may have been made if they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

### **3 Prices and Payment**

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. The prices are in the specified currency plus packaging, the statutory value added tax, unless the services are based on the reverse charge process. For export deliveries plus any customs fees in the recipient country, import sales tax in the recipient country as well as fees and other public charges.

(2) Insofar as the agreed prices are based on the seller's list prices and delivery is to take place more than four months after the conclusion of the contract, the seller's list prices valid on delivery apply (in each case minus an agreed percentage or fixed discount)

(3) Unless otherwise agreed in writing, the seller only delivers against prepayment or as "onhold" processing. After three deliveries and payments have been made, you can switch to the "Invoice" payment method without another written agreement

(4) If delivery on account has been agreed, invoice amounts are to be paid within 24 hours after receipt of the goods without any deduction, provided that no individual payment target has been agreed with the buyer, but not longer than 7 days. The date of payment is based on receipt by the seller. Checks are not accepted. Payments are considered to have been made when the amount is finally credited to the seller's account or a cash payment has been made. If the client fails to pay when due, for the outstanding amounts interests of 5% per annum are charged, from the due date on. The assertion of higher interest and further damage in the event of delay remains unaffected.

(5) Offsetting against counterclaims of the client or withholding payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

(6) The seller is entitled to carry out or provide outstanding deliveries or services only against advance payment or security if he becomes aware of circumstances after the conclusion of the contract that are likely to significantly reduce the creditworthiness of the client and through which the payment of the outstanding Claims of the seller by the client from the respective contractual relationship (including from other individual orders to which the same framework contract applies) are endangered.

(7) In "onhold" transactions with 10/90 payment, the seller can withdraw from the contract if the buyer is in arrears with the final payment for more than 24 hours from the availability date / time. The availability date / time is the time at which the seller or a third party commissioned by him informs the buyer that the delivery has been allocated to the buyer. In the event of default, the seller can withdraw from the contract and claim the actual amount of the damage, but at least 10% of the total amount, and use the advance payments already made by the buyer.

(8) If the buyer refuses to take delivery despite the provision of the contractually agreed service, the seller can withdraw from the sale 2 hours after the service has been provided and claim the actual amount of the damage, but at least 15% of the total amount, and use the buyer's advance payments already made .

(9) Seller has the right to assign his claims against the client to third parties.

(10) If the client is in arrears with a claim, all other claims against the client can be made due.

(11) The client must bear all fees, costs and expenses incurred in connection with any legal prosecution outside of Germany that is legally successful against him.

#### **4 Delivery and delivery time**

(1) Deliveries are always made from the seller's warehouse. The warehouse can also be operated by a third party.

(2) Deadlines and dates for deliveries and services promised by the seller are only approximate, unless a fixed deadline or a fixed date has been expressly agreed or agreed. If shipping has been agreed, delivery times and delivery dates refer to the time of delivery to the forwarder, carrier or other third party commissioned with the transport.

(3) The seller can - without prejudice to his rights resulting from the client's default - request the client to extend delivery and service deadlines or to postpone delivery and service dates by the period in which the client does not meet his contractual obligations towards the seller.

(4) The seller is not liable for the impossibility of delivery or for delivery delays, insofar as these are lawful due to force majeure or other unforeseeable events at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the missing, incorrect or not timely delivery by suppliers) were caused, which the seller is not responsible for. If such events make delivery or performance significantly more difficult or impossible for the seller and the hindrance is not only of a temporary nature, the seller is entitled to withdraw from the contract. In the event of temporary obstacles, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the client cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract by means of an immediate written declaration to the seller.

(5) The seller is only entitled to make partial deliveries if

- the partial delivery can be used by the client within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- this does not result in significant additional work or additional costs for the client (unless the seller agrees to assume these costs).

(6) If the seller defaults on a delivery or service or if a delivery or service becomes impossible for any reason, the seller's liability for damages is limited in accordance with § 8 of these general terms and conditions.

#### **5 Place of performance, shipping, packaging, transfer of risk, acceptance**

(1) Place of performance for all obligations from the contractual relationship is 34270 Schauenburg, Germany, unless otherwise specified. If the seller also owes the installation, the place of performance is the place where the installation has to be carried out.

(2) The mode of dispatch and packaging are subject to the seller's dutiful discretion.

(3) The risk is transferred to the client at the latest when the delivery item is handed over (the start of the loading process being decisive) to the freight forwarder, carrier or any other third party designated to carry out the shipment. This also applies if partial deliveries are made or the seller has undertaken other services (e.g. shipping or installation). If the dispatch or delivery is delayed due to a circumstance, the cause of which lies with the client, the risk passes to the client from the day on which the delivery item is ready for dispatch and the seller has notified the client of this.

(4) Storage costs after transfer of risk are borne by the client. In the case of storage by the seller, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per past week. We reserve the right to assert and prove further or lower storage costs.

(5) The shipment is insured by the seller only at the express request of the buyer and at his expense against theft, breakage, transport, fire and water damage or other insurable risks.

(6) Insofar as an acceptance has to take place, the purchased item is deemed to have been accepted if the buyer has paid the purchase price in full.

In the case of "onhold" transactions, a commissioned third party has created an document/proof of acceptance and this is not objected to within 2 hours of receipt.

(7) In the case of deliveries to German client who wish to be sent outside of Germany, the economic transfer takes place when the goods are handed over from the seller to the carrier.

(8) If no instructions are given by the buyer, the seller decides on the choice of the forwarder and the type of transport.

## **6 Warranty, material defects**

(1) The warranty period is one year from delivery or, if acceptance is required, from acceptance.

(2) The delivered items are to be carefully examined immediately after delivery to the client or to the third party determined by him. They are deemed to be approved if the seller does not submit a written notice of defects regarding obvious defects or other defects that could be identified by an immediate, careful examination, within seven working days, 12 hours for electronic devices, after delivery of the delivery item or otherwise within seven working days after Discovery of the defect or any earlier point in time when the defect was recognizable for the client with normal use of the delivery item without closer examination. At the request of the seller, the objectionable delivery item must be returned to the seller carriage paid. If the complaint is justified, the seller reimburses the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is located at a location other than the place of intended use.

(3) In the event of material defects in the delivered items, the seller is initially obliged and entitled to make improvements or to deliver a replacement after making a choice within a reasonable period of time. In case of failure, ie. the impossibility, unreasonableness, refusal

or unreasonable delay of the improvement or replacement delivery, the client can withdraw from the contract or reduce the purchase price accordingly.

Hardware take-back criteria after multiple repairs by end clients

The following criteria must be fully met:

1. The hardware was sold by PPA International AG.
2. The first attempt at reworking took place within 6 months of the sale to the end client. (§476 German Civil Code; reversal of the burden of proof)
3. The defective device was corrected at least twice.
4. There is currently an obvious lack of substance. (A material defect exists if the item does not have the agreed quality §434 German Civil Code | sentence 1 - so-called "subjective concept of error".)
5. Damage due to external interference as well as water or surge damage are excluded.
6. Before the device is sent back, the cloud lock (iCloud lock, Google account lock, etc.) must be removed. If it cannot be deleted due to the nature of the defect (device does not work, no Internet access, display damage), the former user must send his access data to the account that caused the block. Otherwise there is no return and the device is returned to the user.
7. The following documents must be enclosed with the device:
  - a) Copy of the end client invoice with a designated IMEI number
  - b) All copies of the repair reports of previous attempts at repairs by authorized service centers (software updates are not recognized by the manufacturer as attempts to repair them).
  - c) Detailed description of the fault
8. After a positive check of the process and fulfillment of the return criteria, the current value of the device is credited. (Current value =  $x / 24$  of the device purchase price per month of use)
9. Loan devices cannot be provided for the duration of the repair. Please only send returns to the following address: PPA International AG c / o MJ Consulting and Services UG - Repairs Hilschen 10 34270 Schauenburg Contact: Opening times: Fon: +49 5601 9684570 Mon.-Fri .: 9 a.m. - 6 p.m. E-mail: info@ppa-ag.de

(4) If a defect is due to the fault of the seller, the client can claim damages under the conditions specified in § 8.

(5) In the event of defects in components from other manufacturers, which the seller cannot remedy for licensing or factual reasons, the seller will, at his option, assert his warranty claims against the manufacturers and suppliers for the account of the client or assign them to the client. Warranty claims against the seller exist for such defects under the other conditions and in accordance with these general delivery conditions only if the judicial enforcement of the above claims against the manufacturer and supplier was unsuccessful.

(6) The warranty is void if the end client changes the delivery item or has it changed by third parties without the seller's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the client has to bear the additional costs of remedying the defect.

(7) A delivery of used items agreed in individual cases with the client takes place to the exclusion of any warranty for material defects.

(8) Warranty claims or guarantees are not given for items that are purchased from a commercial reseller. Warranty or guarantee is given to commercial resellers only for items that are a "DOA" damage.

Hardware take-back criteria for DOA (Dead on Arrival) devices via PPA International AG for commercial resellers

The following criteria must be fully met:

1. There must be an obvious defect in the device.
2. The defect was not caused by personal or client fault.
3. Perform a short test of the device before sending it in.
4. There must be no signs of usage on the device.
5. The original packaging must not be damaged, labeled or pasted. All associated components must be present.
6. An operating error is excluded.
7. The DOA guidelines (time from sale and talk time) of the respective manufacturer must be observed and checked (see DOA deadlines of the manufacturers below).

NOTE:

A DOA processing is only possible after the sale to the end user. If the criterias are not met, the device will not be repaired or replaced automatically and sent back to you.

A data backup cannot be guaranteed. If data is to be stored on the device, you must back it up before the repair. If expressly requested, the service center can perform a data backup for a fee. Please include this in your submission.

Loan devices cannot be provided for the duration of the repair.

Damage such as Damage caused by water or overvoltage and third-party interventions can only be ascertained during the repair and are also part of the repairs that are subject to a charge during the warranty period.

Please note that the DOA regulation is a voluntary manufacturer service. There is no legal claim!

#### Returns:

The faulted device must be returned in full, including all accessories and original packaging. The device must be accompanied by a copy of the end client receipt with a designated IMEI number and a detailed and understandable description of the fault.

Please only send returns to the following address:

PPA International AG

c / o MJ Consulting and Service UG

#### Repairs

Hilschen 10

34270 Schauenburg, Germany

Contact: Fon: +49 561 70551150, E-mail: info@ppa-ag.de

Opening times: Mon.-Fri .: 9 a.m. - 6 p.m.

#### Manufacturer DOA deadlines

Compliance with the listed manufacturer DOA criteria is mandatory. If the deadline or time is exceeded, no repair is carried out automatically.

Manufacturer	Days after sale	Max. Talk time
LG Electronic	7	30 minutes
Motorola	2	15 minutes
Samsung	7	Not relevant
Nokia	2	15 minutes
Sony	2	30 minutes
HTC	5	10 minutes

#### Note:

In order to meet the manufacturer's deadlines, the device must be available to us within the aforementioned deadline after sale.

Our recommendation: Please check the device with the end client on-site to ensure the fastest possible return and the associated deadline. Send us the complaint documents including the description of the error and the proof of purchase to the following e-mail address: info@ppa-ag.de

## **7 Property rights**

(1) The seller guarantees in accordance with this § 7 that the delivery item is free of industrial property rights or copyrights of third parties. Each contractual partner will immediately notify the other contractual partner in writing if claims are asserted due to the violation of such rights.

(2) In the event that the delivery item violates a commercial property right or copyright of a third party, the seller will, at his option and at his expense, change or replace the delivery item in such a way that no third party rights are violated, but the delivery item continues to contract agreed functions or provide the client with the right of use by entering into a license agreement. If he does not succeed within a reasonable period of time, the client is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the client are subject to the restrictions of § 8 of these general terms of delivery.

(3) In the event of violations of the law by products supplied by the seller from other manufacturers, the seller will, at his option, assert his claims against the manufacturers and upstream suppliers for the account of the client or assign them to the client. In these cases, claims against the seller only exist in accordance with this § 7 if the judicial enforcement of the above-mentioned claims against the manufacturers and sub-suppliers was unsuccessful.

## **8 Liability for damages due to fault**

(1) The seller's liability for damages, regardless of the legal reason, in particular from impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, insofar as it is a matter of fault, in accordance with this § 8 restricted.

(2) The seller is not liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, insofar as it is not a violation of essential contractual obligations. Essential to the contract are the obligation to deliver and install the delivery item free of significant defects, as well as advice, protection and custody obligations, which should enable the client to use the delivery item in accordance with the contract, or to protect the life or limb of the client's personnel or to protect the client Purpose property from significant damage.

(3) Insofar as the seller is liable for damages in accordance with § 8 (2), this liability is limited to damage that the seller had foreseen at the time the contract was concluded as a possible consequence of a breach of contract or that he should have foreseen using due diligence. Indirect damage and consequential damage resulting from defects in the delivery item are



also only reimbursable if such damage can typically be expected if the delivery item is used as intended.

(4) The above exclusions and limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of the seller.

(5) Insofar as the seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this is done free of charge and to the exclusion of any liability.

(6) The restrictions of this § 8 do not apply to the liability of the seller for deliberate behavior, for guaranteed quality features, for injury to life, limb or health or according to the product liability law.

## **9 Retention of title**

(1) The retention of title agreed below serves to secure all current and future claims of the seller against the buyer from the delivery relationship between the contracting parties via electronic devices (including balance claims from a current account relationship limited to this delivery relationship).

(2) The goods delivered by the seller to the buyer remain the property of the seller until all secured claims have been paid in full. The goods as well as the goods taking their place under this clause and covered by the retention of title are hereinafter referred to as reserved goods.

(3) The buyer shall keep the reserved goods for the seller free of charge.

(4) The buyer is entitled to process and sell the reserved goods in the ordinary course of business up to the point of utilization (paragraph 9). Pledges and transfers by way of security are not permitted.

(5) If the goods subject to retention of title are processed by the buyer, it is agreed that the processing is carried out in the name and for the account of the seller as the manufacturer and the seller immediately becomes the property or - if the processing is made from substances of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of property should occur at the seller, the buyer is already transferring his future property or - in forementioned Relationship - co-ownership of the newly created item for security to the seller. If the goods subject to retention of title are combined with other items to form a single item or are inseparably mixed and one of the other items is to be regarded as the main item, the seller, insofar as the main item belongs to him, shall transfer the co-ownership of the unitary item to the buyer proportionately in the manner specified in sentence 1 Relationship.

(6) In the event of the resale of the goods subject to retention of title, the buyer assigns the resulting claim against the purchaser to the seller - in the event of the seller's co-ownership of the goods subject to retention of title, in proportion to the co-ownership share. The same applies to other claims that take the place of the reserved goods or otherwise arise with

regard to the reserved goods, such as insurance claims or tort claims in the event of loss or destruction. The seller revocably authorizes the buyer to collect the claims assigned to the seller in his own name. The seller may only revoke this direct debit authorization in the event of liquidation.

(7) If third parties access the goods subject to retention of title, in particular by distraint, the buyer will immediately inform them of the property of the seller and inform the seller of this in order to enable him to assert his property rights. If the third party is unable to reimburse the seller for the judicial or extrajudicial costs incurred in this connection, the buyer is liable to the seller for this.

(8) The seller will release the goods subject to retention of title as well as the items or claims taking their place upon request, if their value exceeds the amount of the secured claims by more than 98%.

(9) If the seller withdraws from the contract in the event of behavior contrary to the contract - in particular delay in payment - (recovery situation), he is entitled to reclaim the reserved goods.

## **10 Final provisions**

(1) The place of jurisdiction for any disputes arising from the business relationship between the seller and the client is Kassel, Germany, or the client's registered office at the seller's option. Kassel, Germany, is the exclusive place of jurisdiction for lawsuits against the seller. Mandatory statutory provisions on exclusive jurisdictions remain unaffected by this regulation.

(2) The relationships between the seller and the client are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) does not apply.

(3) Insofar as the contract or these general delivery conditions contain gaps in the regulations, those legally effective regulations are considered agreed, that the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these general delivery conditions, if they had known the gap in the regulation.

### **Note:**

The client acknowledges that the seller stores data from the contractual relationship according to § 28 of the German Federal Data Protection Act for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurance companies) insofar as this is necessary for the fulfillment of the contract.