

General Conditions of Business and Delivery of TechniSat Digital GmbH

1. Area of validity / contract conclusion

The following General Conditions of Business and Delivery apply for all delivery transactions of TechniSat Digital GmbH (hereinafter referred to as 'TechniSat') with entrepreneurs and resellers (hereinafter referred to as 'Purchaser'). Provisions deviating from these, particularly purchase conditions of the Purchaser, become part of the contract only if this is agreed expressly in writing or in the form of text (e.g. e-mail or fax).

The quotations provided by TechniSat are non-binding. The contract does not come into existence until the order confirmation is received by the Purchaser or the goods are delivered to the customer.

2. Prices / shipping costs

- The publication of new product catalogues and product ranges renders the previous TechniSat product catalogues and ranges invalid. The respective current product ranges and purchase conditions apply that are valid on the day on which the order is received.
- TechniSat has the right to pass on to the Purchaser after the former has received the order a price increase insofar as it is based upon pay rises and increase in material costs, particularly an increase in the supplier prices, and the scope of the increase is typical for the market and appropriate. If the price exceeds the market-typical scope, the Purchaser has the right to dissolve the contract.
- From an order value of € 350 upwards (net), free delivery is provided. In the case of a smaller order value, a small order surcharge to the sum of € 5 is charged.

3. Right to make modifications

TechniSat reserves the right to make technical within the quality tolerance range as well as trade-typical deviations; illustrations and descriptions may deviate from the delivered goods to this extent.

4. Payment, packaging and shipping / transfer of risk

- Packaging costs, loan and wear fees for packaging material as well as costs for any returning of the packaging material are borne by the Purchaser.
- TechniSat has the right to deliver and effect cash on delivery.
- Also insofar as the delivery is not effected with cash on delivery, all invoices are generally due immediately without deduction. A cash discount is granted only if and only to the extent of which it is part of the contents of the quotation from TechniSat. Insofar as TechniSat grants credit, the information on the invoice is decisive. Any deduction of cash discount is made from the net invoice amount, calculated after the deduction of rebate, freight costs and other costs.
- TechniSat is not duty bound to accept bills of exchange or cheques as payment. If they are accepted anyway, the acceptance takes place only on account of performance.

- Collection and discount costs as well as the exchange tax are borne by the Purchaser. These costs must be remunerated to TechniSat together with the invoice amount. TechniSat does not assume any liability for timely presentation, protest, notification and return of the bill of exchange in the case that it has not been cashed in.
- The risk of perishing and degradation of the goods is transferred to the customer upon dispatch of the goods to the customer when the goods are transferred to the transport company.

5. Acceptance and payment default / termination of payment / insolvency application

- If the Purchaser fails to accept delivery when offered or otherwise culpably breaches other obligations to cooperate, TechniSat is entitled to claim compensation for the damages it incurs including any additional expenses. We reserve the right to assert additional claims. Insofar as the above prerequisites are present, the risk for accidental perishing or accidental deterioration of the goods passes to the Purchaser at the time at which it fails to accept the delivery when offered by the Seller or falls into default of the debtor.
- If the Purchaser exceeds a payment deadline that is set, default interest is due to the sum of 9% above the respective base rate of the European Central Bank. TechniSat reserves the right to claim further default damages; once the default has commenced, TechniSat has the right to claim a blanket compensation of expenditure to the sum of € 15 for each dunning letter.
- In the case of payment default, payment termination or doubt on the payment ability of the Purchaser as a consequence of compulsory enforcement measures or an insolvency application against the assets of the Purchaser, TechniSat has the right to demand advance payments or a security to be deposited or to withdraw from the contract.

6. Notifying of faults / statutory warranty

- If the Purchaser is a registered trader, it is duty bound to inspect the goods carefully immediately after they are delivered and to notify TechniSat of any faults in writing immediately – within five days after delivery at the latest. It is sufficient to send the notification to TechniSat in a timely manner to meet the deadline. Otherwise the goods are considered to be accepted even in view of this defect. Complaints about part of the delivery do not provide to complain about the entire delivery.
- If the Purchaser is not a registered trader, but is an entrepreneur, the aforementioned obligations apply with the stipulation that the Seller must be notified about obvious faults on the goods in writing within a period of two weeks starting from the delivery. The Seller must be notified in writing about obvious packaging and transport damage within a period of seven days starting from the delivery.

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- TechniSat does not offer statutory warranty for faults that are based upon unprofessional handling of the goods (e.g. unauthorised opening of the devices) or hardware and software modifications.
- In the case of hardware or software modifications that modify the state of the goods, re-constitute the manufacturer's capacity according to law, or that are illegal in nature, TechniSat is no longer liable as a manufacturer and the associated product specifications no longer apply.
- The Purchaser is duty bound to inform its customers about the aforementioned liability restrictions and to pass on these regulations, insofar as permissible, by way of General Terms and Conditions.
- If the goods are returned to TechniSat due to an asserted fault, the delivery must include an exact description of the fault. Furthermore, the goods must be returned in sound and secure packaging including accessories (e.g. power cable, remote control).
- If this is not the case, TechniSat has the right to claim compensation, return the shipment non-gratuitously or invoice the necessary additional effort required to localise the fault. Delays resulting from this violation are borne by the Purchaser or instigator.

7. Liability

- Insofar as damages are not based upon injury to life, limb or health of a person, and are not based upon a violation of a fundamental contractual obligation, TechniSat is liable merely for intent and gross negligence. TechniSat is liable to this extent also for breaches of obligations by legal representatives and vicarious agents. However, the aforementioned liability is restricted to typically foreseeable damages towards Purchasers who are entrepreneurs as contained in § 14 of the German Civil Code.
- Liability according to the Product Liability Act and liability from any expressly assumed guarantee remain unaffected by the stated restrictions.
- The Purchaser is duty bound to implement appropriate contractual agreements towards persons who are not traders to restrict the liability for damages to gross negligence or intent, insofar as the case does not relate to injury to life, limb or health. Insofar as its customers are entrepreneurs (supply chain), the Purchaser is duty bound to forward all restrictions listed under No. 6 and 7 to these customers insofar as this is legally permissible, and ensure that its customers forward the provisions accordingly.

8. Reservation of ownership

- All deliveries are effected both under a simple and extended reservation of ownership; i.e. extended and current account retention. The delivered goods remain the property of TechniSat until the purchase price and all other demands of TechniSat against the Purchaser from the ongoing business transaction have been paid in full (in the case of payment by cheque or bill of exchange: until it has been cashed in).
- The Purchaser has the right to sell on the goods or manufactured products as part of orderly course of business. The Purchaser hereby assigns all claims towards the acquirer resulting from the resale to TechniSat to protect the latter's claims.
- The Purchaser is entitled and duty bound to collect the demands insofar as TechniSat does not revoke this authorisation. The collection authorisation of the Purchaser becomes obsolete without the express declaration of TechniSat if the Purchaser terminates its payments.
- TechniSat undertakes to release the security to which it is eligible upon request of the Purchaser provided that its value exceeds the demands to be guaranteed by more than 20%.

9. Right of retention / offsetting

- The claim to rights of retention arising from other transactions, also arising from the ongoing business relationship, on the part of the Purchaser is excluded.
- Offsetting on the part of the Purchaser is excluded insofar as the claim is not uncontested or not been determined as legally binding.
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10. Concluding provisions

- If the pre-requisites are in place for an agreement on the place of jurisdiction, this place of jurisdiction for all claims of the contractual parties is Daun. However, TechniSat has the right to choose to take legal action against the Purchaser at the latter's general place of jurisdiction.
- All contracts concluded between the parties concerning performance of this contract must be placed in writing. No verbal ancillary agreements are concluded.
- Only German law applies to the contractual relationship – excluding the United Nations Convention on Contracts for the International Sale of Goods.
- If one of the aforementioned conditions is ineffectual, the validity of the remaining conditions is not affected by this.

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