

# Terms of Service (T&C)

Stand: 04.04.2016



## § 1 Scope

These terms and conditions (T&C) apply to all between the Spot Vision GmbH, Flurweg 2, 82024 Taufkirchen and the buyer concluded contracts for the supply of goods, services and software products. Deviating conditions of the buyer are not binding for the seller, if the seller does not expressly contradict.

## § 2 Offers and Contracts

(1) Seller's offers are subject to confirmation. The presentation of the goods does not constitute a binding offer from the seller.

(2) is not adopted, the order by the seller within two weeks of receipt from the seller through this, the buyer has the right to revoke it.

## § 3 Payments

(1) The agreed prices include the respective sales tax at the statutory rate. For installations on site additionally travel costs and expenses incurred, and are charged separately and according to actual effort.

(2) If no payment is agreed in the order confirmation, the purchase price is due within 14 calendar days after delivery / handover of the purchased goods without deduction. In case of premature deliveries, the deadline but not earlier starts with the agreed delivery date.

## § 4 Warranty / Liability

The seller is liable for intent and gross negligence and for negligent breach of obligations whose fulfillment enables the proper implementation of the contract, which endangers the purpose of the contract and on whose observance the Purchaser regularly relies. However, in the latter case, the seller is liable only for the foreseeable, typical damage. the seller is not liable for the slightly negligent breach other than those mentioned in the preceding sentences obligations. The foregoing exclusions may not apply to injury to life, limb or health. This does not affect liability under the Product Liability Act.

## § 5 Seller's liability

The seller is liable for intent and gross negligence and for negligent breach of obligations whose fulfillment enables the proper implementation of the contract, which endangers the purpose of the contract and on whose observance the Purchaser regularly relies. However, in the latter case, the seller is liable only for the foreseeable, typical damage. the seller is not liable for the slightly negligent breach other than those mentioned in the preceding sentences obligations. The foregoing exclusions may not apply to injury to life, limb or health. In any case,

the seller is liable only if the purchaser is the incumbent inspection and notification in accordance with § 377 HGB in a timely manner.

This does not affect the Seller's liability under the Product Liability Act.

## § 6 Retention of title

Until full payment of the purchase price the goods remain the property of the seller. If the buyer with payments more than 10 days in arrears, the seller is entitled to withdraw from the purchase agreement.

The purchaser is entitled to resell the subject to retention of the purchase agreement in usual business. In this case the buyer already now in the amount of the purchase price, all claims from such resale to this assignment accepting seller. The seller is entitled in addition to the buyer to collect the assigned claim. However, this right of Seller makes no use as long as the buyer meets its payment obligations in full and on time. If the value of the security value of the secured claim by more than 10%, the seller is obliged to the buyer's request to release the security.

## § 7 Final provisions

(1) performance and exclusive jurisdiction for deliveries and payments and for all between the parties disputes arising from the agreements concluded between them shall be the registered seat of the buyer, if the seller is a merchant according to the Commercial Code (HGB).

(2) The relations between the parties are governed solely by the laws in force in the Federal Republic of Germany.

(3) Should a provision be or become invalid, this shall the validity of the remaining provisions is not affected, unless a Party would disadvantage as unacceptable the elimination of individual clauses that you can no longer reasonably be expected to maintain the contract.