

Notion General Terms and Conditions

1. Scope of Terms and Conditions

Our quotations, services and deliverables are subject to the terms and conditions set forth here. We herewith reject any rejection of our terms and conditions by the buyer.

2. Quotations, Tenders and Contracts

1. Offers contained in brochures, advertisements, etc. are free and without obligation by us, also regarding prices. Specially prepared offers, are valid for 30 calendar days from the date of the offer.
2. Amendments, additions and / or other deviations from these terms and conditions are only valid if we have so far explained our consent. Such agreements shall be concluded in writing.
3. Information in our offers and / or our order confirmations, which are based on a manifest error, including a clerical or arithmetical error, are not binding for us. Rather, the apparent intended statement applies.
4. Our tender documents, drawings, descriptions, samples and costs estimates may not be disclosed or passed on to third parties or being published, duplicated or otherwise made public without our written consent. At our request, the documents without restraint copies are returned to us.

3. Prices, Price Changes

1. Prices are exclusive of VAT, which will be shown separately.
2. If between conclusion and agreed or actual delivery date more than six months have passed, the valid price shall be that of the time of delivery or the provision. Price increases from suppliers, increases in labor and transportation costs or other unexpected cost increases entitled Notion System GmbH to demand negotiations on a revision of the price.

4. Delivery Times

1. Delivery times are subject to correct and timely self-delivery, unless a binding delivery date has been agreed in writing.
2. If delivery or performance is delayed due to circumstances for which we or our legal representatives are responsible, the liability is subject to legal provisions. In cases of slight negligence, the liability is limited to foreseeable typical damage. We are not liable for delivery delays due to force majeure, strikes, lockouts, official orders, etc., even if these obstacles occur at our suppliers or their subcontractors. The duration of a grace period is set at four weeks, beginning with the date at which the buyer has informed Notion Systems in writing of the grace period.

5. Shipping and Transfer of Risk

1. The risk passes to the buyer as soon as the consignment has been handed over to the person

performing the transport or has left our factory. If shipment is delayed at the request of the customer or not performed, the risk passes with the notification of readiness for shipment to the buyer.

2. At customer's request shipments are insured in his name and on his account.

6. Claims for Defects

1. If the service we provide or the delivery item is defective, we may at our discretion provide a replacement or repair the defect. Multiple repairs - usually two - are permitted within a reasonable time.
2. The Purchaser's right to assert claims for defects shall lapse in all instances, 12 months after the transfer of risk, unless a longer period is mandatory by law. If the buyer is a company within the meaning of § 14 BGB, the paragraphs 3 and 4 below apply in addition.
3. Obvious faults in Services cannot be claimed after acceptance. Otherwise, such defects must be for the purpose of preservation of warranty claims be claimed without delay, but in writing at the latest within two weeks after delivery. The defective items must be kept available to us for inspection in the condition present at the time that the claim has been made.
4. Insignificant, reasonable deviations in dimensions and designs - especially when reordering - do not justify any claim, for as long as an absolute compliance has not been expressly agreed. Technical improvements and necessary technical modifications are also according to contract, unless they constitute a deterioration of serviceability.
5. If our operating or maintenance instructions are not followed, or changes to the products are made or if replacement parts or supplies are used that do not meet the original specifications, any warranty is void unless the buyer refutes a claim by Notion Systems that such actions have lead to the failure of the part.
6. Liability for normal wear and tear is excluded.
7. If the remedy within a reasonable time fails, the purchaser can demand either a reduction of the price or rescission of the contract.
8. The foregoing provisions of this paragraph do not apply to the sale of used items. For consumers, a deadline for submission of claims for defects of one year applies. Company buyers cannot make warranty claims on used items.
9. In case that we are providing information concerning our products beyond our legal obligations, no liabilities according to § 7 shall arise, provided that no fee for the additional support has been agreed upon.

7. Limitation of Liability

1. Compensation claims from positive breach or from fault of the contract or from unauthorized

action, which are not based simultaneously on the breach of a contractual obligation by us, are excluded both against us and against our vicarious agents, unless the damage is not intentional or was caused through gross negligence. This does not apply to claims for damages from lack of contractually stipulated suitability, intended to protect the purchaser against the risk of consequential damages. Claims for compensation under the Act concerning liability for defective products "Gesetz über die Haftung für fehlerhafte Produkte" (PrdHG) remain as unaffected as a liability for damages to life, body or health.

8. Retention of Title

1. Until all claims due to us for any legal reason against the buyer are settled, we retain title to the delivered goods (reserved goods).
2. The purchaser is obliged to inform us of seizure of the reserved goods immediately in writing and inform the pledgee of the retention of title. The purchaser is not entitled to sell, give away, pledge or transfer by way of security the goods supplied to him under retention of title - except in the cases of the following numbers:
 1. If the delivery is for a normal operation of the customer, the items may be resold as part of normal operations. In this case, the claims of the customer against the purchaser from the sale are hereby assigned to us. When the goods are being sold on credit the customer has to reserve the property in turn towards his customer. The rights and claims under this retention of title toward his customer, are hereby assign to us.
 2. Any working or processing of the reserved goods by the buyer assumes this for us free of charge. In processing, combining or mixing of the reserved → to → stands with others, not belonging to us goods, we the resulting co-ownership of the new item in proportion to the factor value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the buyer acquires sole ownership of a new product, the contracting parties are in agreement that we give priority to the purchaser in proportion to the factor value of the processed, connected, mixed or blended conditional objects co-ownership of the new item and as bailee without compensation to the supplier. If the reserved goods together with other goods, irrespective of whether resold without or after processing, combining or mixing, the above agreed in paragraph 3 advance assignment shall only apply to the factorial value of the reserved goods that have been sold together with other goods on.
 3. If reserved goods by the customer or on their behalf incorporated as essential components in the property of a third party, the customer already now assigns against the third party or to whom it may concern, such as claims arising on compensation with all ancillary rights, including the granting of a collateral mortgage from us.

4. If reserved goods are incorporated as essential components in the property of the customer, this already now from a disposal of the property or property rights to all ancillary rights assigns to us.
5. If the value of our existing according to the above provisions the value of the receivables of the company - not just temporarily - exceeds by more than 20%, we are obliged, at the request of the customer to the appropriate release securities of his choice.
6. In breach of contract, in particular default in payment, we are entitled to take back the goods delivered after due notice and notice of cancellation and the buyer is obliged to surrender. If the purchaser has fulfilled the contract, so we have to return the items.

9. Payment

1. Unless otherwise agreed, our invoices are payable upon receipt of the invoice.
2. We expressly reserve the right to reject checks or bills of exchange. The acceptance is always conditional. Discount and bill charges shall be borne by the customer and are payable immediately.
3. If we become aware of circumstances, that put the creditworthiness of the customer in question, in particular if a check bounces or the buyer stops paying, we are entitled to declare the entire balance due, even if we have accepted checks. In addition, we are entitled in this case to demand advance payments or securities.
4. If the Purchaser its final payments and / or insolvency proceedings against its assets is requested, we are also entitled to withdraw from the unfulfilled part of the contract.
5. We are entitled to offset payments on older debts notwithstanding any provisions of the purchaser. We will inform the Customer of this type of settlement. Costs and interest have already been incurred, we are entitled to use the payment first to the costs, then the interest and finally against the main performance.
6. If the Buyer is in default of payment, we are entitled to charge the statutory interest on arrears. We reserve the right of assertion of further default damages. The buyer remains in the aforementioned cases, to prove a lower damage, which is then relevant.
7. The set-off by the Purchaser shall be excluded if it is not to legally established or result from undisputed counter-claims.

10. Applicable Law, Place of Jurisdiction, Partial Nullity

1. These terms and conditions and the entire legal relationship between the customer and us, the laws of the Federal Republic of Germany shall apply, except UN sales law.
2. If the customer is a merchant according to the Commercial Code, a legal entity under public law or public law special fund, our place of business shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship, directly or indirectly arising disputes.