

Payment Terms and Conditions – DFC-SYSTEMS GmbH

Unless otherwise agreed and in writing in advance, these conditions of sale, goods return and payment terms are relative to transactions conducted between DFC-SYSTEMS and customers based outside Germany, Austria, Switzerland.

A. Contract of Sale Formation

No contract shall be considered to be formalised until a written identifiable order is placed by the purchaser and accepted by DFC-SYSTEMS. The purchaser shall be deemed thereafter to have contracted under these conditions. Any other conditions, warranties and representations whatsoever made either orally or in writing given expressly or implied shall be excluded from these terms and conditions unless agreed, in advance, and in writing, by DFC-SYSTEMS.

B. Cancellation

In the event of a purchaser cancelling a contract with DFC-SYSTEMS after placing their purchase order and prior to the delivery of goods, then DFC-SYSTEMS reserve the right to levy a charge of up to 25% (twenty five per cent) of the full amount of the contract may only be accepted by DFC-SYSTEMS when effected in writing and in advance and with any charges resulting from such alterations, modification or variation being levied for the account of the purchaser.

C. Price

All prices exclude delivery charges and VAT and are correct at the time of the making of the contract with the purchaser. DFC-SYSTEMS reserves the right to modify prices.

D. Delivery

DFC-SYSTEMS reserves the right to make deliveries by instalments. Delay in delivery or other default of any delivery instalments shall not relieve the purchaser of their obligation to accept and pay for the remaining delivery under the contract. All claims for non-delivery shall be deemed null and void unless they are presented to DFC-SYSTEMS within THREE DAYS of the intended delivery date for each shipment. All claims shall be in writing and delivered by facsimile, letter post, courier or other agreed acceptable means. DFC-SYSTEMS reserves the right to require the purchaser to take delivery of the goods or services at the agreed time or where goods cannot be accepted at these times, then to render invoices for goods and any ancillary costs at that time. Payment for all goods and services shall be made to DFC-SYSTEMS within 14 days of the invoice date, where formal credit arrangements have been previously agreed. Unless otherwise agreed in writing and in advance, payment is required with cleared funds prior to delivery of the goods ordered under contract.

E. Payment Terms

DFC-SYSTEMS accepts payment by cheque, bank transfer or approved company debit within the terms of settlement agreed with the customer. Where formal credit arrangements have been applied for and approved by DFC-SYSTEMS, invoices will be dated as at the date of shipment and settlement will be made within 30 days following the invoice date. DFC-SYSTEMS reserves the right to charge interest at the rate of 2% per month from the date of the Invoice until payment is made where settlement is overdue according to these terms.

F. In Transit Damage

Unless otherwise specifically agreed in writing and in advance by both parties all risk of loss or damage to the goods from whatever cause arising shall be borne by the Purchaser from the time of delivery to the common carrier. The Purchaser MUST inspect the product immediately upon receipt. If it or any part of it does not operate properly owing to damage in shipment a claim must be filed together with a full report of the damage and forwarded to DFC-SYSTEMS. This must be done within 72 HOURS OF RECEIPT. The forwarding of a copy of the claim to DFC-SYSTEMS shall be for information purposes only and shall not in any way be interpreted as an assumption of responsibility by DFC-SYSTEMS or those of its agents for any risks in shipment. All freight charges to and from DFC-SYSTEMS premises shall be the sole responsibility of the Purchaser unless otherwise agreed in writing and in advance.

G. Warranty

Any warranty applicable to products sold by DFC-SYSTEMS must be in writing and agreed with the purchaser at the time of order.

HAUPTSITZ München

TECHNOPARK I, Bretonischer Ring 5
D-85630 Grasbrunn / München
TELEFON +49-(0)89 / 46 14 87 – 0
TELEFAX +49-(0)89 / 46 14 87 11
INTERNET www.dfcsystems.de

UST.IDENT.-NR DE 812210636

NIEDERLASSUNG Mannheim

Merowingerstr. 15
D-68259 Mannheim
TELEFON +49-(0)621 / 46 27 - 55 60
TELEFAX +49-(0)621 / 46 26 - 22 9
E-MAIL info@dfcsystems.de

STEUER NR. 143/129/10056

KREISSPARKASSE Ebersberg

IBAN: DE26 7005 1805 0000 5253 11

SWIFT-BIC: BYLADEM1EBE

BLZ 700 518 05, Kto.-NR. 525311

HRB 115891, Amtsgericht München

RAIFFEISENBANK Steinhöring e.G.

IBAN: DE 387016 9450 0001 8252 91

SWIFT-BIC GENODEF1ASG

BLZ 701 694 50, Kto.-NR. 1825291

GESCHÄFTSFÜHRER Dennis Feiler

H. Credit for Returned Products

No products may be returned for credit unless agreed by DFC-SYSTEMS in writing and in advance, any credit, if granted (in the absolute discretion of DFC-SYSTEMS), will be subject to the deduction of handling charges, cancellation charges and to adjustment depending on the condition of the products returned. The amount of such reduction or adjustment to be determined by DFC-SYSTEMS in its absolute discretion. The responsibility for any damage to returned products during transit lies with the Purchaser. Goods returned for any reason must be dispatched by the customer within SEVEN DAYS of receipt of the goods by them, according to the date and time of original proof of delivery notice. Any returns after seven days may not be credited according to the decision of DFC-SYSTEMS. In accordance with those terms and conditions, the customer accepts the delay in returning goods for refund may invalidate any credit being given by DFC-SYSTEMS. Without the above proof of collection returns and subsequent credits cannot be processed. Authorized return of products exclude special offers, individual configurations, opened software packages, opened hardware, projection equipment, furniture and safes, opened ink cartridges, toner, ribbons and notebooks (if the seal is broken). These procedures are provided so that returns and credits might be dealt with efficiently and in accordance with the customer care policy of DFC-SYSTEMS. Failure by the customer to adhere to these procedures and those listed on page 7 of this catalogue may invalidate claims that are not in compliance. In any circumstance when replacement goods are delivered by DFC-SYSTEMS accepted by the customer with or without a proof of delivery. Then the customer shall be responsible for payment due in accordance with these terms and conditions. Whether or not the goods are delivered under the original or a replacement customer order for the goods so replaced. All statutory rights are observed.

I. Liability

All shipping dates provided are approximate and are based upon prompt receipt of all necessary information from the Purchaser. DFC-SYSTEMS shall not be liable for any delay including delivery or failure to manufacture due to Acts of God, acts or default of the Purchaser, or source of supply or acts of Civil Disobedience or Military Authority, or any other cause beyond DFC-SYSTEMS reasonable control. In the event of any such delay arising from any one or more of the reasons provided herein the sole and exclusive remedy of the Purchaser shall be to extend the date of delivery for a period equal to the time lost by reason of delay. DFC-SYSTEMS shall not be liable for and the Purchaser shall indemnify DFC-SYSTEMS against any claim for loss or damage sustained by third parties caused by DFC-SYSTEMS products whilst in the possession of the Purchaser.

J: Technical Advice

DFC-SYSTEMS does not accept responsibility for the specific purposes in which the product is applied including but not limited to compatibility with other products. TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY DFC-SYSTEMS OR BY ANY REPRESENTATIVE OF DFC-SYSTEMS CONCERNING ANY USE OR APPLICATIONS OF ANY DFC-SYSTEMS PRODUCT FURNISHED UNDER THIS CONTRACT IS BELIEVED TO BE RELIABLE BUT DFC-SYSTEMS MAKES NO WARRANTY EXPRESSED OR IMPLIED IN REGARD THERETO NOR DOES DFC-SYSTEMS IN ANY WAY REPRESENT THE RESULTS, WHICH WILL BE OBTAINED BY INTERGRATING ITS PRODUCTS WITH PRODUCTS MANUFACTURED BY OTHER COMPANIES. The application and use of the product is the total responsibility of the purchaser.

K: Default of Payment

The property in the products shall remain in DFC-SYSTEMS until all monies due to DFC-SYSTEMS in respect therefore have been paid. Should the Purchaser default any payment due under any contract DFC-SYSTEMS has the right without prejudice to recover and remove from the Purchaser's premises the products to which the default refers. The same shall also apply should the Purchaser become bankrupt or insolvent or have a receiving order made against them or compound with their creditors or carry on their business under a Receiver for the benefit of their creditors. Any costs of such reclamations shall be for the account of the purchaser.

L: Alterations, Modifications and Variations

No Alterations, Modifications or Variations of these Conditions of Sale, Return and Payment Terms shall be effective or valid unless noted herein or contained in a separate written document approved by DFC-SYSTEMS. OTHER STATEMENTS OF ACTION BY SELSMEN REPRESENTATIVES OR OTHERS SHALL NOT BE VALID AND UNTIL SO WRITTEN AND ACCEPTED. WHERE A FIXED PRICE IS AGREED. THE CUSTOMER MUST OBTAIN DFC-SYSTEMS ORDER ACKNOWLEDGEMENT AS NO RE-NEGOTIATION, RETURNS OR CREDIT WILL BE PROCESSED WITHOUT THIS DOCUMENT.

M: Severability

If, and to the extent that, any of the terms and conditions of the contract shall be determined by a court of law to be invalid, unlawful or unenforceable such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.

N: Statutory Rights

Your statutory rights are protected according to law.

All errors and omissions excepted.

HAUPTSITZ München

TECHNOPARK I, Bretonischer Ring 5
D-85630 Grasbrunn / München
TELEFON +49-(0)89 / 46 14 87 - 0
TELEFAX +49-(0)89 / 46 14 87 11
INTERNET www.dfcsystems.de

UST.IDENT.-NR DE 812210636

NIEDERLASSUNG Mannheim

Merowingerstr. 15
D-68259 Mannheim
TELEFON +49-(0)621 / 46 27 - 55 60
TELEFAX +49-(0)621 / 46 26 - 22 9
E-MAIL info@dfcsystems.de

STEUER NR. 143/129/10056

KREISSPARKASSE Ebersberg

IBAN: DE26 7005 1805 0000 5253 11

SWIFT-BIC: BYLADEM1EBE

BLZ 700 518 05, Kto.-NR. 525311

HRB 115891, Amtsgericht München

RAIFFEISENBANK Steinhöring e.G.

IBAN: DE 387016 9450 0001 8252 91

SWIFT-BIC GENODEF1ASG

BLZ 701 694 50, Kto.-NR. 1825291

GESCHÄFTSFÜHRER Dennis Feiler