

1. Scope

The following General Terms and Conditions apply to all products and services provided by CHG-MERIDIAN AG ('Seller') including but not limited to the sale solely of used IT equipment, and to all future business relationships even in the absence of an explicit agreement to that effect. They apply solely to business persons as defined by section 14 of the German Civil Code (BGB) with whom the Seller enters into a commercial relationship. Any conditions of the Buyer that contradict or deviate from these General Terms and Conditions will not be recognized unless their validity has been explicitly agreed in writing. These Conditions of Sale also apply if the Seller supplies goods and/or services to the Buyer without reservation despite being aware of contradictory or divergent conditions provided by the Buyer.

2. Formation of Agreement

- 2.1 All contracts and other agreements and legally binding declarations must be signed by both parties in order to be legally valid. This also applies to any additions and amendments.
- 2.2 Oral collateral agreements and assurances are not valid.

3. Prices

- 3.1 Unless the contract of sale specifies otherwise, our prices are quoted net for dispatch from the Seller's address as specified in the contract of sale. The Seller shall package the goods in packaging suitable for transportation.
- 3.2 Our prices do not include statutory VAT. VAT will be calculated at the rate applicable on the day of invoicing and shown separately on the invoice. VAT is due and payable to the Seller unless the Buyer presents confirmation of export to the Seller. If the Buyer presents the export certificate to the Seller only after payment of VAT, the Seller shall refund the VAT to the Buyer.

4. Payment Terms, ex-Works (EXW) as per Incoterms 2010, Terms of Transfer, Default by the Buyer

- 4.1 The purchase price is payable immediately via bank transfer and in full. Payment of the invoice must be made in the form of a SEPA credit transfer, which is mandatory for Buyers domiciled within the SEPA area. For Buyers outside the SEPA zone, the payment order type of the respective bank must contain all the Buyer's account information (in particular account number and name of the bank, or IBAN and BIC, as well as name or correct company name of the Buyer).
- 4.2 The equipment detailed in the contract of sale is sold ex-works (EXW) in accordance with Incoterms 2010 from the Seller's address as stated in the contract of sale.
- 4.3 The goods will not be dispatched or collected until the entire purchase price amount has been deposited into the Seller's account or until the Seller has received confirmation from the bank executing the transaction that the transfer has been requested and carried out in full. If the Buyer is in default of payment, the Seller reserves the right to charge default interest at the statutory rate. The Seller reserves the right to claim for greater losses as a result of the default if they can be shown to have occurred. The rights afforded by clause 8 remain unaffected. The Seller reserves the right to make additional claims.
- 4.4 The Seller will state in the contract of sale the date on which the equipment will be available for collection (availability date). If the Buyer delays in taking receipt of the goods or is in culpable breach of other obligations to cooperate, the Seller reserves the right to invoke clause 8. The Seller reserves the right to make additional claims.
- 4.5 If requested by the Buyer, the Seller can – at the Buyer's expense – send the equipment to an address specified by the Buyer, although it is not obliged to do so.
- 4.6 The Buyer is only entitled to exercise a right of set-off if its counterclaims have been confirmed by a non-appealable court decision or are uncontested or are recognized by the Seller. The Buyer is entitled to exercise withholding rights only in respect of receivables arising from the same legal relationship that are uncontested or have been confirmed by a non-appealable court decision.

5. Partial Deliveries

The Seller is entitled to make partial deliveries, but will only do so if payment is received in advance.

6. Intra-Community Deliveries (Entry Certificate)

- 6.1 For deliveries made from the Federal Republic of Germany to other countries within the European Community (intra-Community deliveries) the Seller will not add VAT to the amount charged to the Buyer insofar as the deliveries are exempt from VAT under the German Value Added Tax Act. The Buyer shall at the Seller's request provide proofs of delivery and other documents required under German VAT law as proof of exemption from VAT. The Buyer shall in particular confirm to the Seller upon first request the receipt or arrival of the goods in the area of the EC outside of Germany (confirmation of arrival) as proof that a tax-exempt intra-Community delivery has taken place.
The entry certificate will be produced by the Seller and made available to the Buyer who will inspect it and confirm to the Seller that it is correct for every delivery.
- 6.2 The Buyer shall without being requested to do so inform the Seller of its VAT registration number and any changes to it and shall provide the Seller with information regarding its capacity as business person, the transportation of the delivered goods, the use to which they will be put, and the Buyer's duty to report statistics.
- 6.3 If the Buyer fails to provide some or all of the necessary information/documents described in clauses 6.1 and 6.2 it will be liable for any resulting losses, expenses and costs incurred by the Seller, especially German VAT and any additional charges.
- 6.4 The Seller will not be liable for the consequences of the Buyer failing to supply details or supplying incomplete or incorrect details except in cases of intent or gross negligence on the part of the Seller.

7. Export

- 7.1 The Buyer is responsible for obtaining any necessary export licenses unless the Seller is required to do so by statute or by a final, non-appealable administrative decision or court ruling. If the Seller is responsible for obtaining the license(s), the Buyer shall provide whatever assistance is necessary for this purpose.
- 7.2 The Buyer gives an assurance that it will neither directly nor indirectly export or re-export the goods acquired from the Seller to persons, organizations, institutions, or countries against whom an embargo in respect of such goods has been imposed by Germany's Federal Office of Economics and Export Control (BAFA) and the European Union and is currently in force.

8. Withdrawal and Compensation

- 8.1 The Seller reserves the right to withdraw from the contract in the following instances without prejudice to any of its other rights:
- If the Buyer does not pay the purchase price within three days of the availability date specified in the contract of sale or if within three days no bank confirmation of a completed payment transfer has been provided.
 - If the circumstances provided for in clause 4.4 apply and the Buyer has not taken full receipt of the goods within seven days of the availability date specified in the contract of sale.
 - If the Buyer acts contrary to the assurance provided in 7.2 or is in breach of its obligation to cooperate as per 7.1 sentence 2.
- 8.2 The Buyer shall compensate the Seller for any loss incurred, including, but not limited to, any profit lost, as a result of the equipment being sold at a lower purchase price. The Buyer shall furthermore be liable for the costs of storing the equipment until such time as it is remarketed and collected, these costs to be charged at the rate of €1.00 per day per pallet plus a one-off administration charge of €75.00 per order. If the Buyer fails to collect the equipment, the same storage costs will be charged to the Buyer until it is collected.
- 8.3 The Buyer reserves the right to produce proof of lesser loss.

9. Transfer of Risk

Risk passes to the Buyer when the object of purchase is collected or, in the circumstances provided for in clause 4.5, transferred to the haulage operator. Insofar as the circumstances described in clause 4.4 apply, the risk of accidental destruction or accidental deterioration of the object of purchase will pass to the Buyer as soon as it defaults on acceptance of or payment for the object of purchase.

The Buyer is liable for all transport-related costs and risks from the moment of the transfer of risk. These costs include, but are not limited to, transport costs, customs and excise duties, taxes and other public charges, costs for customs formalities for import and export, insurance, and costs for loss, damage, delays, etc.

10. Warranty and Guarantee

- 10.1 The goods being sold are used equipment for which no warranty is provided. The Seller provides no guarantees of quality or durability other than those provided for under clause 10.2 in conjunction with the contract of sale. The Seller assumes no liability for the compatibility of the various equipment and components with one another. This also applies to the supplied equipment's compatibility with customers' existing IT equipment.
- 10.2 The Seller guarantees that the equipment explicitly described as Type A or Type B will meet the following description. Type A equipment: the Seller guarantees that the used equipment will be free of visual and technical defects, subject to normal wear and tear, for the period specified in the contract of sale. For Type B equipment: the Seller guarantees that used equipment with visual/cosmetic defects that do not affect the performance of the equipment will be free of technical defects for the period specified in the contract of sale. If any of the equipment fails to meet the terms of these guarantees, the Buyer will, for the period specified in the contract of sale, be entitled to return the equipment to the Seller. The guarantee period begins on the day the equipment is collected by the Buyer or the date of dispatch.
- 10.3 All claims under the guarantee must be made in writing by completing the RMA form, and are made at the Buyer's expense. The RMA form can be sent on request or downloaded as a PDF file from the Seller's website (www.chg-meridian.de).
- 10.4 The Seller's guarantee as per 10.2 excludes all batteries and consumables.
- 10.5 Software, manuals, PC accessories such as notebook cases, keyboards, cables, and mice, and technical support services are not included unless explicitly specified in the contract of sale. If software is included in the order, the Buyer will be granted usage rights to it. Any copying, transfer, or resale of the software requires the permission or prior authorization of the rights holder. The Buyer undertakes in particular to be aware of and adhere to MICROSOFT's usage and licensing conditions. The Buyer will be liable in full for any loss or damage incurred through a breach of these usage rights.

11. Liability

- 11.1 The Seller will be liable in accordance with statutory provisions for claims for compensation brought by the Buyer on the grounds of intent or gross negligence, including the intent or gross negligence of the Seller's agents or representatives. Insofar as the Seller is not accused of deliberate breach of contract, liability for damages will be limited to foreseeable and typical loss.
- 11.2 Liability for loss arising from death or bodily harm, where fault exists on the part of the Seller, remains unaffected. Mandatory liability under the terms of the German Product Liability Act also remains unaffected. The Seller shall also be liable under other statutory provisions if it is culpably in breach of a material contractual obligation, although in such a case liability for damages is limited to typical and foreseeable loss.
- 11.3 Any liability for damages that exceeds that provided for in clauses 11.1 and 11.2 is hereby excluded, regardless of the legal grounds on which the claim is brought. This shall especially apply to claims for damages arising from culpa in contrahendo or from other derelictions of duty, or tortious claims for compensation for damage to property.
- 11.4 The exclusion or limitation of the Seller's liability to the Buyer for damages shall also apply to the personal liability of the Seller's employees, staff, representatives, and agents.
- 11.5 The Seller shall not be liable to the Buyer for any failure to perform the contract or for any default where the failure or default are caused by natural disasters, fire, flood, acts of war, strikes, industrial disputes, non-delivery or late delivery of accessories, or state or official interventions or regulations.

12. Reservation of Title

The Seller retains ownership of the object of sale until receipt of all payments arising from the business relationship with the Buyer.

13. Applicable Law, Place of Jurisdiction, Place of Performance, and Partial Invalidity

- 13.1 These terms of business and all legal relations arising between the Seller and the Buyer are governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply in any circumstances.
- 13.2 If the Buyer is a general merchant (Vollkaufmann) as defined by German Commercial Code (HGB) or a legal entity incorporated under public law or a special-purpose entity organized under public law, the place of jurisdiction for all disputes will be Ravensburg, Germany. The same place of jurisdiction applies if the Buyer does not have a general place of jurisdiction within the Federal Republic of Germany or its domicile or usual place of residence is moved abroad after the contract has been formed or is unknown at the time of the institution of proceedings. This does not affect the Seller's right to bring a claim against the Buyer in the court of the Buyer's place of residence.
- 13.3 The place of performance is Gross-Gerau, Germany.
- 13.4 Should individual provisions of these Terms of Business or of other agreements be or become partly or wholly invalid, this will not affect the validity of the other provisions or agreements. The same applies in the event of a gap in the contract. In the place of the invalid provisions, agreements or gaps, an appropriate provision shall be substituted that shall insofar as possible in law reflect what the parties intended or would have intended had they been aware of the invalidity or gap.