

NEW CUSTOMER INFORMATION FORM

Thank you for your enquiry. We are delighted to welcome you as a new customer of EXACT solutions GmbH. To complete your orders efficiently we request that you set up an account. Please complete, sign and return this form to us. For your information please find enclosed our general terms of business, we are happy to answer any questions regarding these terms. Thank you very much in advance.

How did you hear about us? _____

Company name and billing address (pls. inform us if mailing address is different):

Phone: _____

E-Mail: _____

Homepage: _____

Legal form (i.e.: Ltd., Inc., Co., joint stock company) _____

Manager
Board of directors: _____

Main contact: _____

Business nature: _____

Value Added Tax registration number (VAT No.): _____

Terms of payment: upon agreement

Invoice by E-Mail to: _____

We acknowledge the accompanying terms and conditions and are aware of the data privacy statement on the homepage of EXACT solutions GmbH .

Stamp + Signature + Name, printed in capital letters:

General Terms and Conditions

I. General provisions

1. The sale, delivery or other services rendered by EXACT solutions GmbH (hereinafter: EXACT) shall be provided exclusively under the following terms and conditions, which are considered accepted and valid, when the customer places an order.

Deviating regulations only oblige us if they have been accepted exclusively and in writing.

2. All offers from EXACT are subject to change and non-binding. Offer letters from EXACT serve only as an invitation to the customer to submit a corresponding offer. These offers are only accepted with written confirmation from EXACT. The drawings, illustrations, dimensions, weights or other performance data belonging to an offer are only approximate.

3. Deliveries are made from the EXACT warehouse for the account and risk of the customer. The risk passes to the customer as soon as the delivery is handed over to the forwarder or carrier, or leaves the EXACT warehouse for the purpose of dispatch. If the delivery is delayed due to circumstances for which the customer is responsible, the risk passes to the customer on the day the customer is informed that the goods are ready for dispatch. Any returns of goods that have not been accepted will be made at the cost and risk of the customer, unless EXACT is responsible for the return.

4. Invoices must be paid net by the customer at the agreed due date.

EU foreign customers who want a VAT-free invoice should provide EXACT with their VAT ID no.; Customers outside the EU require a certificate from the tax authority, which certifies their entrepreneurial status. If none of these confirmations is available, EXACT will charge the German VAT. EXACT is entitled to request a deposit / prepayment as preferred. Irrespective of other provisions of the customer, EXACT is entitled to charge payments by the customer against older debts. In the case of costs and interest already arisen, the payment is initially charged against the costs, then against the interest and finally against the main claim. Payments are only deemed to have been made when EXACT has received the equivalent. In the event of late payment, EXACT is entitled to interest of 5% p.a. over the respective ECB discount rate. EXACT reserves the right to assert a further claim for damages incurred. EXACT shall be entitled to make the entire debt payable if the Customer either fails to honour his payment obligations or defaults, or a cheque issued to Lang is dishonoured or if the Customer discontinues with the payment of instalments or if an application is filed to instigate, insolvency proceedings on his assets or if the Customer has made an affirmation in lieu of an oath. Unforeseen events for which EXACT is not responsible, regardless of whether at EXACT or one of its suppliers, such as: strike, lockout, accidental damage, etc., entitle EXACT – with the exclusion of compensating claims - to withdraw from the contract or to postpone the delivery date by the duration of the hindrance. If EXACT is unable to deliver the goods to the buyer after a reasonable grace period set by the buyer, the buyer is authorized to withdraw from the contract. If the buyer does not pay the purchase price in whole or in part within the reasonable period set by EXACT after the second reminder, EXACT is entitled to withdraw from the contract. If the devices have already been used by the buyer, EXACT is entitled to reimbursement of expenses for the respective duration.

II. Terms and conditions of sale

1. The delivered goods remain the property of EXACT until full payment of all claims arising from the business relationship with the customer, including all ancillary claims. The buyer shall keep the property for EXACT safely and free of charge. Goods in which EXACT is entitled to are hereinafter referred to as reserved goods. The buyer is entitled to sell the reserved goods in the usual course of business as long as he is not in default of payment. The buyer undertakes to only resell the goods with reservation until full payment has been made. As a precaution, the buyer assigns here and now to EXACT in full the claims arising from the resale or another legal reason (e.g. insurance, unauthorized actions) with regard to the reserved goods in the amount of the final invoice amount including VAT. EXACT accepts this assignment here and now. EXACT authorizes the buyer to collect the claims assigned to EXACT for EXACT's account in its own name. EXACT can revoke this collection authorization if the buyer does not properly meet his payment obligations. Upon EXACT's request, the buyer will immediately disclose the assignment and immediately hand over the information and documents required for the collection of the claim to EXACT. Any other pledges or safety transfers of ownership done by the buyer are not permitted. Costs, in particular to ensure the enforcement of EXACT's rights, and the resulting damage are borne by the buyer.

2. The delivery date is given after weeks and is to be regarded as approximate. An agreement of contractual penalties is excluded.

3. Should a defect in the goods arise within the warranty period EXACT shall replace or repair the defective part if the defect is notified in time. The warranty period is 12 months, provided that it is not a purchase of consumer goods and shall begin with the date of delivery. The faulty part shall be repaired at EXACT having been returned by the buyer. The buyer must report the defect in the goods immediately upon arrival, but no later than one week after delivery. The defective delivery items are to be kept available for inspection by EXACT in the condition in which they were at the time the defect was discovered. A breach of the above obligations excludes any warranty claims against EXACT. The arrangements in the above regulation shall not apply for used equipment supplied without a warranty. Provided that it does not concern the purchase of consumer goods, the obligation under a warranty shall exist for 6 months. Other claims for damages are excluded, unless the damage was caused intentionally or through gross negligence of EXACT or its assistants.

III. Mounting conditions

1. The wall, floor and ceiling conditions must be specified EXACT at the latest when the order is placed. The installation conditions require solid masonry with a flat surface without niches and protrusions in vertical walls, floors and ceilings for normal dowel fastenings. Sufficiently large gaps must be kept open in suspended ceilings, which must be closed by the customer after installation. Assembly materials and times that EXACT consumed or expended in the absence of these requirements will be additionally charged by EXACT. Information on the electrical supply lines to be laid on site can be found in EXACT's corresponding technical specifications. The connection must be made on site by approved electricians.

2. If due to the fault of the buyer or his customers the agreed installation date, e.g. due to insufficient construction progress, missing installation connections or missing electrical energy as well as incomplete information regarding the installation locations, he will agree with EXACT as soon as possible, but not later than a week before installation, a new appointment. If the installers from EXACT cannot assemble for the reasons mentioned above, the costs incurred will be borne by the buyer. Any additional travel required will be charged to the buyer in full at the proven costs. The buyer will provide appropriate rooms for the storage of the goods. These must be lockable and must not be accessible to third parties until final assembly. During assembly, only the workers and craftsmen who are assigned to the work may stay in the rooms. Transports that become necessary on site are at the expense and risk of the buyer.

EXACT is seeks to meet agreed assembly dates. However, if there are delays in the assembly without EXACT's fault, this does not justify any claims for compensation by the client.

IV. Copyright

1. EXACT reserves property rights and copyrights to illustrations, drawings, sketches, other documents and samples. These are to be returned immediately on request. Disclosure to third parties may only take place with the consent of EXACT. Sample items are to be returned or purchased, the latest after 3 months.

2. For services, even partial ones rendered, that are subject of being protected by intellectual property rights, EXACT is entitled to be named as the author. In this respect, EXACT is authorised, after consultation with the client, to attach copyright mark or notice to the product or service in a form and design customary in the market

V. Final provisions

Amendments to our contracts must be made in writing. Should a provision in a contract be invalid, this shall not affect the validity of the remaining provisions. The place of fulfilment is EXACT solutions GmbH, 51427 Bergisch Gladbach, Lustheide 85. The place of jurisdiction is the Cologne District Court. For services outside the Federal Republic of Germany, German law is agreed.

EXACT solutions GmbH
Lustheide 85
51427 Bergisch Gladbach
GERMANY

Phone: +49 2204/9485-30
Fax: +49 2204/9485-50
E-Mail: info@exactsolutions.de
Internet: www.exactsolutions.de