

General Terms of Business (GTB)

1. Scope of application

- a. Business partner of the buyer/customer (hereinafter called "customer") is EBS Ink-Jet Systeme GmbH (hereinafter called "EBS").

2. Formal contract

- a. We supply solely to industries, commercial bodies and authorities or other similar companies.
- b. Orders issued to us are binding, on receipt. After receipt of orders these will be confirmed or refused by us in writing within a period of 5 days. Should changes to the contents of the order or conditions be necessary, we will prepare a new quotation.
- c. Should a quotation be issued, we will consider ourselves bound by this within a period of 14 days of date of issue. Within this period, we will accept an identical written return confirmation in agreement.
- d. Only the appropriate authorized member of staff at EBS Head Office is permitted to submit legally binding explanations. These must, without exception, be in writing.

3. Contents of Contract

- a. The contents of the contract are the sale of machines, spare parts, consumables or services. Deliveries of goods are made "ex works" Nümbrecht, plus packing and freight charges. On request, we can arrange deliveries.
- b. All prices quoted are exclusive of the current valid legal Value Added Tax. For orders to the value of less than 150 Euro, we charge an administration fee of 25 €.
- c. Machines, spare parts, consumables: Delivery of same in perfect condition without installation. The installation and operation of the equipment should only be undertaken by an expert. The same applies to the fitting of spare parts. Consumables are to be exchanged according to the safety regulations.
- d. Should EBS perform installation and operation or repair, the resulting costs will be invoiced separately, according to the price list valid at time of service.
- e. Our service offer refers to the special service on site at the customer's plant which can be specially booked for installation of machines, repairs with fitting of new spare parts, maintenance and training according to the arrangement to be separately agreed upon. The prices for this will be quoted including the travel time, plus travel, overnight stay costs, together with equipment costs. When training courses are offered on site, the costs per participant apply for a minimum number of participants. These costs are still applicable even if the minimum number of participants is not reached.
- f. When service quotations are part of the contract, either independently, or in combination with the sale of hardware, the service dates given are optional. The actual availability of the hardware and the qualified staff must be taken into consideration. Should these service dates be terminated by the customer, the reimbursement agreed upon is still payable minus 25%. Should the customer cancel prearranged service dates 3 working days or less before the date, 50% of the reimbursement

agreed upon or of the service time calculated is still payable.

- g. If the customer has been trusted with documentation marked „confidential“ in connection with a delivery, or support service or the technical support service, he is obliged to make this inaccessible to third parties and to store them accordingly. After termination of our co-operation, this confidential documentation must be returned voluntarily.
- ### **4. Inspection, warranty**
- a. On arrival of the goods, our commercial customers are obliged to check immediately if they are correctly packed and, if the items and the amount delivered correspond to those ordered. Complaints are only possible within 5 days after receipt of the goods and these must be detailed and in written form.
 - b. We are not legally responsible for loss or damages to the goods during transport. We deliver „ex works“. We recommend arranging for insurance cover.
 - c. The function of the delivered goods should be tested within 30 days of receipt and any possible faults reported in detail, in written form.
 - d. For each repeat order of consumables, we recommend a function test for the particular application, even when there were no complaints about previous deliveries of consumables. The quality of our consumables remains constant by approved standard applications. Nevertheless, we cannot be held legally responsible for possible deviations with special applications.
 - e. All products delivered by us are subject to strict, constant quality controls and are designed for high industrial demands. The customer should always check if the product is suitable for the application.
 - f. Should any malfunction occur, we assure the customer that irrespective of whether it is a warranty case or not, we will if requested, arrange for a technician to be on site as soon as possible. He will be experienced with our products and will try and determine the cause of the malfunction. The cost of the technical support service is to be carried by the customer. The cost of spare parts will be covered by EBS, if a warranty case. The conditions applicable can be given on request.
 - g. If it is not possible to clear the malfunction, or the customer does not wish to have technical support on site, the customer has the right to send the faulty article, secured, in suitable packaging for transport, to EBS in Nümbrecht for repair. **Important:** before sending the faulty part to EBS, it is necessary to call EBS (Phone: +49 2293 9390) to determine the next course of action. This enables the problem to be described, the fault sourced and a possible remedy found (by phone). If this is not successful, the customer will receive an RMA form from EBS for completion and further important instructions about how to return the faulty part.
 - h. The return of articles which are the subject of a complaint to EBS and their return back to the customer is at the customer's expense and responsibility. We recommend arranging for insurance cover.
 - i. If it is not a warranty case, we charge for material and work time. After the source of the fault has been determined, we can if requested, inform the customer

about whether or not it is a warranty case and issue a quotation before the repair work begins.

- j. Consumables are for short term use. The warranty period is 6 months' from purchase date, unless otherwise stated on the packaging.
- k. Warranty claims are possible within 12 months for accessories. By accessories which appear used, we reserve the right to request proof that the defect is caused by a construction/manufacturing fault and not by wear and tear.
- l. For the equipment we have delivered to our industrial customers there is a 365 day warranty period from the day of installation, by a maximum of 2100 operating hours. For equipment delivered from us to commercial partners, the warranty validity applies from the proven date of the invoice issued to the customer, but not longer than 15 months after our invoice.
- m. Should a malfunction occur with the equipment which is proven to be caused by a defect of a machine part, we will provide a perfectly functional, exchange spare part free of charge, ex works Nümbrecht, after the faulty part has been put at disposal EBS, for inspection.
- n. This commitment does not apply to inappropriate installation, technical change, use of unsuitable materials in the equipment, maintenance by unknowledgeable personnel, improper use, and with external non-factory influences (fire, water, lightning etc.). Should there be evidence of such influences, we can only be held responsible when proven that the defect occurred independently of these influences.
- o. Should a considerable malfunction of the equipment not be rectified after three repair attempts in spite of the exchange of the defective part, the buyer is entitled to put the equipment at the disposal of EBS Headquarters within 4 weeks after the final attempt at improvement. In this case, the purchase price will be reimbursed proportionately, with a reasonable deduction for depreciation of the equipment during the period of fault-free operation. Claims for retention of the equipment at a reduced price cannot be accepted.
- p. Legal responsibility for consequential losses as a result of a fault/downtime from equipment delivered by us cannot be accepted, unless the damage can be attributed to gross negligence or premeditation by EBS. If a malfunction occurs, and it should appear that the repair time will be extensive, we can, if required, prepare a replacement unit to the same value, if available.

5. Payment conditions; Retention of title

- a. Our invoices within Germany are payable 7 days from invoice date with 2% discount or up to 30 days net. The date of payment credited to our account is applicable. Discount cannot be granted for service invoices.
- b. Our invoices outside Germany are payable net in advance (Prepayment).
- c. By later payments (arrears), the legal interest for arrears of 8 percent points above the basic interest rate will be charged plus the costs for collection of debts.
- d. All goods delivered by us remain our property until full payment of all deliveries resulting from our business relationship. These become the buyer's property on full

settlement of all invoices. A further sale of the goods is only permitted with our previous written permission.

- e. In the case of payment arrears we are entitled to claim the return of the goods delivered by us which are still our property. A withdrawal from the sales contract is not obligatory, as the goods can be placed at the customer's disposal if settlement of the outstanding goods' invoices, charges and interest is made.
- #### **6. Place of Execution, Governing Law, Place of Jurisdiction**
- a. Place of execution for all services out of this contract is our Works in Nümbrecht, Germany. German Law is applicable under exemption of the Vienna UN-Convention on Contracts for the International Sale of Goods. Sole place of execution is the headquarters of our business.
 - b. In case of doubt, the German original GTB text is applicable.
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