



General Terms and Conditions of BRAVIS International GmbH for Consumers

Version: 2012-02-07

1. Scope of the General Terms and Conditions for Consumers

1.1. The General Terms and Conditions for the Consumers of BRAVIS International GmbH (BRAVIS) applies for all legal transactions of BRAVIS with consumers. All offers, deliveries, and services (including consulting) of BRAVIS provided to consumers take place on the basis of these General Terms and Conditions for the Consumers of BRAVIS in the version valid at the point in time the contract was concluded.

1.2. As required, BRAVIS provides the contracting partner with a copy of the General Terms and Conditions for Consumers. In addition, the General Terms and Conditions for Consumers can be viewed, downloaded, and printed online under www.BRAVIS.de.

2. Conclusion of the Contract

2.1. Ancillary agreements, assurances, and other agreements made before or with the filing of the request or before or at the conclusion of a written contract must be made in writing to be effective.

2.2. If the consumer makes an order through the Internet platform of BRAVIS or by e-mail, the consumer makes a binding offer for the conclusion of a purchasing contract. The offer is binding when BRAVIS receives it at the latest. BRAVIS is authorized to accept this offer within a period of seven calendar days by sending an order confirmation by e-mail. The sending of the access data of the respectively purchased software acts as an order confirmation at the same time.

3. Prices and Payment Conditions, Default, and Setoff Prohibition

3.1. If the contracting parties have not agreed upon a certain price, the price is determined according to the price list of BRAVIS valid at the time of the conclusion of the contract.

3.2. If nothing else is agreed upon in individual cases, all prices apply plus the statutory value-added tax in force at the time of performance.

3.3. All invoices of BRAVIS are due immediately without deductions and payable immediately unless BRAVIS indicates another due date in the invoice.

3.4. The customer has a right of retention only insofar as it is based on the same contractual relationship. The customer can declare a setoff with counterclaims only with undisputed and legally determined outstanding debts.

3.5. The customer can either pay by cash on delivery or in advance. If the customer chooses "In advance," he or she must transfer the purchase price plus the shipping costs to the specified account of BRAVIS within five days after the reservation confirmation is sent by e-mail or after the order as been made by telephone. If the order was made by telephone and the customer does not have a valid e-mail address, he or she will receive the account data for the transfer on the telephone while the order is being made. On the day after it has received the money, BRAVIS confirms the order and sends the ordered goods. If the customer has selected "In advance" and BRAVIS International GmbH has not received the money on the specified account within five days of the reservation confirmation, BRAVIS has the right to cancel the order. Any damage claims on the part of BRAVIS are not affected.

4. Right of Revocation

Notification of Right of Revocation

4.1. Right of revocation: The customer can revoke the contract declaration with BRAVIS within two weeks without specifying the reasons in text form (for example, letter, fax, or e-mail). This period begins when the customer receives this notification, but not before he or she receives the goods. In case a license has been purchased, the receipt of the access data is considered to be this point in time. For the observation of the revocation period, the timely sending of the revocation or item or the timely return of the item to BRAVIS on site suffice. The revocation should be directed to: BRAVIS International GmbH, Calauer Straße 70, 03048 Cottbus, Germany, fax: +49-355-289182-29, e-mail: kontakt@BRAVIS.eu. The item should be returned to: BRAVIS International GmbH, Calauer Straße 70, 03048 Cottbus, Germany.

4.2. Consequences of revocation: In the case of an effective revocation, the services received on both sides are to be refunded and any use taken from them (e.g. interest) returned. If the customer cannot refund the received service entirely or partially or he or she can refund it only in a worsened condition, the customer must possibly provide a replacement of the value to the respective extent. In other respects, the customer can avoid the obligation to replace the value by not using the item like it belongs to him or her and not doing anything that could reduce its value. Items that can be sent as a package should be sent back by post or returned to BRAVIS on site. The customer must bear the costs of the return shipment if the delivered good corresponds to the ordered good and if the price of the item being returned does not exceed an amount of €40 or, in case of a higher price of the item, if the customer has not yet paid in whole or made a contractually agreed upon partial payment at the time of the revocation. Otherwise the return shipment is free of cost for the customer. Items that cannot be sent as a package are picked up from the customer. The customer must fulfill obligations to recompense payments within 30 days after the declaration of revocation has been sent.

4.3. A right of revocation in the sense of the above does not exist in the following cases: - In the case of goods manufactured according to customer specification or clearly tailored to the personal requirements of the customer or not suited for a return shipment due to their composition - In case of the delivery of software insofar as the delivered data carriers have been unsealed by the customer - In other cases of § 312 d (4) BGB (German Civil Code) The right of revocation in question is that within the scope of the regulation regarding long-distance sales in the German Civil Code, §§ 312 b, 312 d, 355 BGB. This right of revocation applies only for consumers within the scope of § 13 BGB, but not for consumers within the scope of § 14 BGB.

5. Rescission of Contract

If the customer is not at home when the goods are delivered and the customer does not pick up the package from his or her post office within seven days in case of shipment by post or if he or she refuses the acceptance of the goods, BRAVIS is authorized to rescind the contract and cancel the order. Any damage claims on the part of BRAVIS are hereby not affected.

6. Retention of Title

6.1. BRAVIS retains the title to the delivered products until all claims that BRAVIS has against the customer now or in the future in connection with the delivered products are paid. In case of an open invoice, the retained title acts as a guarantee for the balance owed to BRAVIS.

6.2. The customer may sell the products subject to a retention of title, especially in connection to objects belonging to third parties, only within the course of ordinary business. The customer is not authorized to mortgage the products subject to retention of title elsewhere, to transfer the title as a security, or to make provisions that endanger the property of BRAVIS.

6.3. The customer hereby assigns the claim from the further sale to BRAVIS; BRAVIS hereby accepts this assignment. If the customer sells the products subject to the retention of title in connection with or together with other goods, the assignment of the claim is agreed only to the partial amount that corresponds to the price agreed upon by BRAVIS and the customer plus a security margin of 10% of this price.

6.4. The customer is revocably authorized to collect the debts owed to BRAVIS in trust under its own name. BRAVIS can revoke this authorization and the right to further sale if the customer does not meet its essential obligations such as payment. If the customer does not meet its essential obligations, it must tell BRAVIS the necessary information, especially the name, address, and telephone number of the buyer and the goods sold to the buyer so that BRAVIS can inform the buyer of the transfer of the debt and collect the debt itself.

6.5. In case of mortgages or other impairments of the property subject to retention of title or a transferred payment claim by third-parties, the customer is obliged to point out the retention of title and that the property belongs to BRAVIS, as well as the transfer of debts. In addition, the customer is obliged to inform BRAVIS immediately by telephone while specifying the subject matter and to provide notification in writing as well if desired. The customer is also obliged to provide BRAVIS with the name of

the third party or parties that have attachments on the products or debts or cause other impairments so that BRAVIS is able to protect its legal interest against the third party or parties. The customer bears the costs of a defense of such access to the products.

7. Force Majeure, Performance Impediments

7.1. Unpredictable and unavoidable events that do not lie within the area of influence of BRAVIS for which BRAVIS is not responsible, such as force majeure, war, natural catastrophes, or strikes relieve BRAVIS of the obligation to perform for the duration of these events. Agreed-upon performance periods extend by the duration of the disturbance; the customer will be adequately informed at the beginning of the disturbance. If the end of the disturbance cannot be seen or lasts longer than a month, each party may rescind the contract. This applies accordingly if the abovementioned circumstances happen to a supplier or subcontractor of BRAVIS.

7.2. Insofar as BRAVIS depends on delivered goods for the rendering of its services that it does not manufacture itself and does not have on stock at the time the commission is granted, BRAVIS may rescind the contract if BRAVIS's supplier does not deliver the goods insofar as BRAVIS is not responsible for the non-delivery, cannot obtain the sold goods despite reasonable efforts, or can acquire the sold goods only at a considerably inflated price. BRAVIS will inform the customer immediately about the non-availability of the services and reimburse the customer for any reciprocal services as well. If BRAVIS receives only a part of the delivery from its supplier, BRAVIS can rescind the contract only to the amount that was not delivered. If the customer has no interest in a partial delivery, it may rescind the rest of the contract.

8. Transfer of Material Risk, Shipping Insurance

8.1. The risk of a random deterioration or worsening of the products being delivered is transferred to the customer as soon as they are handed over to the customer. This transfer applies even if the customer has defaulted in the acceptance of the delivery.

8.2. The risk of a random deterioration or worsening of the products being shipped already transfers to the customer at the point in time the shipment is transferred to the person performing the transport or the point at which the products leave the warehouse for shipping. This also applies in case of a freight-free delivery and when the customer desires a shipment of the goods expressly or implicitly especially with the specification of a delivery address. If, in the process, the shipment is delayed upon the desire of the customer, the risk of random deterioration transfers to the customer with the notification of the readiness to ship.

8.3. BRAVIS insures the delivery in the name of and on the account of the customer.

9. Warranty

9.1. As soon as a fault of the object of the contract for which the seller is responsible is discovered, the seller is obliged to fulfill the contract later under exclusion of the rights of the buyer to rescind the contract or lower the purchasing price unless the seller is authorized to refuse to fulfill the contract later on the basis of legal regulations. The buyer must grant the seller an appropriate period for later fulfillment.

As desired by the buyer, the later fulfillment may take place through the elimination of the defect or through the delivery of a new object of the contract. During later fulfillment, the lowering of the purchase price or rescission of the contract through the customer are not permitted. If the later fulfillment has failed, the buyer can demand a lowering of the purchase price (reduction) or declare a rescission of the contract according to his or her choice.

9.2. The buyer may not make any damage claims due to the defect according to the following conditions until the later fulfillment has failed. The right of the buyer to enforce further damage claims according to the following conditions remains hereby unaffected.

9.3. The damage claims of the buyer for a used object of the contract are statute-barred one year after the delivery of the object of the contract unless the seller, its legal representative, or its vicarious agents fraudulently conceal the defect or have assumed a guarantee for the composition of the object of the contract.

10. Liability

10.1. The seller is unlimitedly liable according to legal regulations for death, bodily injury, or health impairment due to a negligent or intentional breach of obligation on its part, the part of its legal representatives, or the part of his vicarious agents, for damage covered by liability according to the German Product Liability Act (Produkthaftungsgesetz), for all damages due to intentional or grossly negligent infringements of the contract, and for damages based on the willful deception of the seller, its legal representatives, or its vicarious agents. Insofar as the seller has provided a composition and/or durability guarantee in regard to the object of the contract or parts thereof, it is also liable within the scope of this guarantee. For damages based on a lack of the guaranteed composition or durability, but that do not directly occur on the object of the contract, the seller is only liable if the risk of such damage is clearly covered by the composition and durability guarantee.

10.2. The seller is also liable for damage caused by simple negligence insofar as this negligence affects the infringement of essential contractual obligations or a cardinal obligation. The same applies if damage claims are due to the buyer instead of the service. The seller, however, is liable only insofar as the damage is typically connected with the contract and foreseeable.

10.3. The seller is liable according to the legal regulations insofar as a default in delivery is due to an intentional or grossly negligent contractual infringement for which the seller, its legal representative, or its vicarious agent is at fault. The seller is also liable according to legal regulations insofar as the default of delivery is due to an infringement of an essential contractual obligation for which the seller, its legal representative, or its vicarious agent is responsible; in this case, the liability of the seller is limited to the typical contractual, foreseeable damage.

10.4. Seller liability that goes further than this is excluded without consideration of the legal nature of the enforced claim; this particularly applies for tortious claims or claims for the compensation of futile expenses instead of the service; the liability of the seller according to Section 10.3. of the General Terms and Conditions for Consumers is hereby not affected. Insofar as the liability of BRAVIS is excluded or

limited, this also applies to the personal liability of the employees, representatives, and vicarious agents of BRAVIS.

10.5. Damage claims due to a defect on the used object of the contract are statute-barred a year after delivery. This does not apply when the seller, its legal representatives, or its vicarious agents have acted with premeditation or gross negligence, have fraudulently concealed a defect, have assumed a guarantee for the composition of the object of the contract, or have caused death, bodily injury, or a health impairment.

10.6. The liability of BRAVIS International GmbH is limited to predictable damage insofar as an essential contractual obligation has been negligently violated.

10.7. BRAVIS International GmbH emphasizes that data communication via the Internet is not error-free and/or cannot be guaranteed at any time according to the current state of the art. BRAVIS is thus not liable for the constant, uninterrupted availability of its online ordering facilities. BRAVIS also emphasizes that the customer is responsible for regular data and software backup on his or her own system.

11. Data Protection

The data recorded within the scope of the conclusion of the contract is collected, processed and used by BRAVIS for the fulfillment of the obligations from the purchasing contract according to the German Data Protection Act (Bundesdatenschutzgesetz = BDSG) and the German Teleservice Data Protection Act (Teledienstschutzgesetz = TDDSG). This data can be transferred for the purpose of any credit checks to carefully selected companies within the scope of § 11 BDSG.

12. Other Provisions

If one or more provisions of these General Terms and Conditions for Consumers should become invalid, this does not lead to the invalidity of the entire contract. The relevant legal provision replaces the invalid provision. The place of business of BRAVIS, currently Cottbus, is the place of fulfillment for all mutual rights and obligations in this contract. German law applies.

Cottbus, 2012-02-07