



Version as at April 22, 2014

General Terms and Conditions

Section 1 Scope

1. These General Terms and Conditions apply to all offers, deliveries and services in connection with a sale made by the Seller. Express objection is made to any terms and conditions of the customer opposing or deviating from our General Terms and Conditions. The Seller recognizes them only when he expressly agrees in writing to their validity.
2. These General Terms and Conditions also apply to all future business with the Buyer insofar as it concerns related legal transactions.
3. Any deviations from these General Terms and Conditions shall be effective only if they have been confirmed in writing by the Seller.

Section 2 Offer and conclusion of contracts

1. Unless agreed upon otherwise in writing, the offers of the Seller are always nonbinding and subject to change.
2. Contracts are concluded and are legally binding upon the receipt of the written order confirmation, at the latest upon the performance of the delivery or service. Additions, deviations or supplementary agreements require the written form. An oral agreement is effective only if it has been confirmed in writing.
3. In the event that the Seller agrees to take back the purchased item, he shall be entitled to charge a return fee of 5% of the purchase price, at least, however, EUR 25.00 as well as expenses and handling fees.

Section 3 Prices

1. All prices are in EUR and – unless stated otherwise – net plus the value added tax applicable in each case.
2. Subject to errata, printing errors and price changes. The prices stated in the order confirmation of the Seller are authoritative. Additional deliveries and services will be charged separately.
3. If no agreement on fixed prices exists, the right to make adequate price changes on account of changed labour costs, material costs or distribution costs remains reserved for deliveries that are made four months or later after conclusion of the contract.

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4. Unless specified otherwise, the Seller shall be bound to the prices contained in his offers for 14 days as of the offer date.
5. Unless agreed upon otherwise, the prices apply as of the Seller's registered office in Hilden. At the request of the Buyer, the goods are sent to him. In this case, transportation costs and transport insurance shall be paid by the Buyer.
6. A discount is granted only upon agreement; only the value of the goods without freight is discountable.

Section 4 Payment terms

1. Unless agreed upon otherwise, the delivery or provision of service is effected for cash on delivery, advance payment or cash.
2. Apart from that, the purchase price shall be paid within 10 days of delivery unless agreed upon otherwise. In the event of default of payment, the Seller shall be entitled to charge default interest in the amount of 8 percentage points above the respective base interest rate per year. The right to assert a higher damage due to delay remains reserved.
3. The offsetting of counterclaims is permissible only to the extent that they are undisputed and due for payment or have been legally determined. As to the rest, the Buyer shall not be entitled to withhold payments on account of warranty claims or other claims.
4. Should the Buyer experience payment difficulties, in particular default of payment, return of a direct debit or the refusal to honour a check, the Seller is entitled to demand immediate payment of all open or deferred invoices that are due. In this case, the Seller is also entitled to conduct further deliveries and services only against advance payment. This does not entitle the Buyer to refuse acceptance; the purchase contract will remain in effect.
5. Payments are to be made without charges to the Seller. Incurred costs for returned direct debit or return of a check plus a handling fee of EUR 15.00 shall be charged to the Buyer.
6. Waiving Sections 366, 367 BGB (German Civil Code), contrary to alternative provisions of the Buyer, the Seller decides which receivables are paid by the Buyer's payment.

Section 5 Delivery and service

1. The delivery is made ex Hilden at the expense of the Seller. This applies to the main delivery and for all subsequent deliveries.

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2. Delivery dates specified by the Seller are non-binding unless agreed upon otherwise.
3. The beginning of the delivery time indicated by the Seller requires the timely and proper fulfilment of the obligations on the part of the Buyer. The right of defense of non-performance of the contract remains reserved.
4. If the Buyer gets into default of acceptance or culpably violates other participation duties, the Seller is entitled to demand compensation for the damage incurred to him in this context, including any extra costs. The right to further claims remains reserved. Inasmuch as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall be transferred to the Buyer at the point in time he fell into default of acceptance or default of the debtor.
5. Even if deadlines and dates have been agreed upon on a binding basis, delivery and service delays due to force majeure and due to events that make it materially difficult or impossible for the Seller to deliver the service, the Seller shall not be responsible for these delays, even if they occur at an upstream supplier of the Seller.

In addition, the Seller shall be entitled to postpone the delivery or service for the duration of the hindrance plus an appropriate start-up time, or to withdraw from the contract as a whole or in part on account of the unfulfilled part.

This includes, for example, material procurement difficulties occurring later, interruptions of operation, strikes, lock-outs, shortage of personnel, lack of means of transport, official orders, extreme weather conditions, war, etc., even if they occur at an upstream supplier of the Seller.

6. In the event that such delays last longer than 8 weeks, the Buyer is entitled, after setting a grace period in writing, to withdraw from the contract regarding the part still to be fulfilled.
7. If the Seller is in delay on account of non-compliance with delivery dates and deadlines that were promised on a binding basis, a claim for damages on the part of the Buyer is excluded insofar as the delays are not due to gross negligence or wilful intent of the Seller or his vicarious agents. In this case, the Seller is liable for each completed week of delay within the scope of a lump-sum compensation for 3% of the delivery value, at a maximum, however, for 15% of the delivery value.
8. The Seller is expressly entitled to make partial deliveries, or render partial services, at all times.
9. Other legal claims and rights of the Buyer on account of a delay in delivery shall remain unaffected.

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Section 6 Shipment, transport insurance and transfer of risk

1. If the goods are shipped to the Buyer at his own request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon shipment to the Buyer, at the latest upon the goods leaving the place of dispatch (company grounds).

This applies regardless whether the goods are shipped from the place of fulfilment in Hilden or of who bears the freight charges. This also applies to all subsequent deliveries.

2. The Buyer decides on the shipping method. Should the shipping method not be explicitly determined by him, the Seller selects one at his own discretion. Should the goods, on account of their condition, require special transport, the Seller is entitled to select the required shipping method.
3. The delivery or service shall be deemed fulfilled as soon as the goods have been handed over to the shipper, or as soon as they have left the warehouse for shipping. If the shipment is impossible without being due to any fault of the Seller, the risk passes to the Buyer upon notification of readiness for shipment.
4. At the request and at the expense of the Buyer, the Seller shall take out a transport insurance policy prior to the goods being shipped. The Buyer has to inspect the delivered goods for shipping damage immediately and report any damage promptly and in writing, including the preparation of a damage report, to the shipping company as well as to the Seller. The Buyer is responsible himself for compliance with reporting deadlines of the respective shipping company. The Seller assumes the handling of the transport insurance and provides the insurance benefit to the Buyer. The Seller shall be entitled to set off the insurance sum against his own claims against the Buyer.
5. Most transporters, the transport insurance company and the Seller do not assume any liability for shipment of fluorescent lamps and neon lights.

Section 7 Reservation of title

1. Until complete payment of all claims arising from the contract, the Seller reserves the title to the goods delivered. This also applies to all future deliveries, even if the Seller does not always explicitly invoke this fact. The Seller shall be entitled to take back the purchased item if the Buyer behaves contrary to contract.
2. The Buyer shall handle the purchased item with care as long as the title to it has not yet passed to him. He shall, in particular, insure it adequately, at his own expense and at replacement value against theft, fire and water damage. If maintenance and inspection work has to be carried out, the Buyer shall perform them in due time at his own expense. As long as the title has not passed, the Buyer shall inform the Seller promptly and in writing should the delivered item be

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seized or subjected to other interventions by third parties. Should the third party not be able to reimburse legal and extra-judicial costs incurring to the Seller in the context of a lawsuit pursuant to Section 771 of the German Civil Process Order (ZPO), the Buyer is liable for the loss incurred by the Seller.

3. The Buyer is entitled to resell the reserved goods in the ordinary course of business. The Buyer here and now assigns the claims from the resale of the reserved goods as well as those on other legal grounds (insurance benefit, claim for damage suffered as a result of tort) to the Seller in the amount of the invoice total agreed with him (including VAT).

This assignment shall apply regardless whether the purchased item has been resold without processing or after processing. The Seller accepts the assignment here and now.

The Buyer shall be entitled to collect the debt after the assignment. The Seller's right to collect the debt himself remains unaffected. The Seller shall not collect the debt, however, as long as the Buyer meets his payment obligations from the proceeds collected, is not in default of payment, no request for the opening of bankruptcy proceedings has been made or as long as there is no stoppage of payments.

4. The processing and transformation of the purchased item by the Buyer is always effected in the name and on behalf of the Seller. In this case, the expectant right of the Buyer to the purchased item is transferred to the altered item. If the purchased item is processed together with other items not belonging to the Seller, the Seller acquires a co-title to the new item in relation of the objective value of the purchased item to the other processed items at the time of processing. The same applies in the case of mixing. Should the mixing be done in such a way that the item of the Buyer has to be regarded as the main item, it shall be considered as agreed that the Buyer assigns to us the proportional co-ownership and safekeeps for us the sole ownership or co-ownership thus created. As security for the Seller's claims against the Buyer, the Buyer also assigns such claims to the Seller that accrue to him against a third party by the connection of the reserved goods with a plot of land. The Seller accepts this assignment here and now.

5. Until all claims the Seller has against the Buyer for any legal reason have been satisfied, the Buyer shall give the Seller a security, which the Seller will upon request release at his own discretion, if its value exceeds the claim to be secured by more than 20%.

Section 8 Warranty and notification of defects as well as withdrawal / manufacturer recourse

1. Warranty rights of the Buyer require that he has properly fulfilled his inspection and notification duties according to Section 377 of the German Commercial Code.

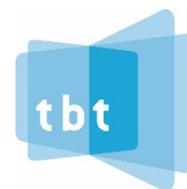
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2. Claims for defects fall under the statute of limitations after 12 months after the goods have been delivered by the Seller. The foregoing provisions shall not apply where the law prescribes longer mandatory periods. Should the Buyer wish to return the goods, he has to obtain the Seller's consent beforehand.
3. In the event that, despite all care and diligence, the delivered goods show a defect that already existed at the time of risk transfer, the Seller shall rectify the defect or replace the item under the condition that notification of the defect was made in due time. The Seller shall always be given the opportunity to rectify defects within a reasonable time. Rights of withdrawal shall remain unaffected by the above provision without restriction.
4. In the event that the rectification fails, the Buyer is entitled – irrespective of any claims for damage – to withdraw from the sale or reduce remuneration.
5. Claims for defects do not exist if the deviation from the agreed quality is negligible; the impairment of usefulness is negligible; for natural wear and tear; as well as for damage arising after the transfer of risk due to improper or negligent handling, excessive stress, unsuitable operating material, defective construction work, unsuitable building ground or other special external influences not provided for in the contract. If corrective maintenance work or changes are performed by the Buyer or third parties, no claims for defects can be based upon them and the resultant consequences.
6. Claims by the Buyer due to expenses required for the purpose of rectification, in particular transport costs, travel costs, labour costs and material costs, are excluded if the expenses increase because the goods delivered by the Seller have been subsequently transported to a location other than the premises of the Buyer, unless this transfer conforms to their intended use.
7. Rights of recourse of the Buyer against the Seller only exist to the extent that the Buyer has not entered into agreements with his purchaser exceeding the statutory mandatory claims for defects. Section 5 applies accordingly to the scope of the Buyer's right of recourse against the Seller.
8. As for the rest, all claims for damage of the Buyer and of third parties shall be excluded inasmuch as they are not damages due to injury to life, limb or health caused by a breach of duty on the part of the Seller that was at a minimum negligent; or caused by a wilful or negligent breach of duty by a legal representative or a vicarious agent of the Seller; with respect to other damages, if they were not caused by a grossly negligent breach of duty on the part of the Seller or caused by a wilful or grossly negligent breach of duty by a legal representative or vicarious agent of the Seller.

Section 10 Other (law, place of jurisdiction)

1. This contract and all the legal relations of the parties are subject to the law of the

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TBT Media GmbH



Partner für Medientechnik

Federal Republic of Germany to the exclusion of the CISG.

2. Place of fulfilment and exclusive place of jurisdiction for all disputes arising from the contract is the place of business of the Seller in Hilden.

The Seller is also entitled to opt for the place of business of the Buyer as place of jurisdiction.

3. Should individual provisions of these General Terms and Conditions be ineffective or contain a loophole, the remaining provisions shall remain unaffected by it. The parties undertake to replace the ineffective provision with a legally valid provision that most closely approximates the economic purpose of the ineffective provision or by means of which the loophole is closed.

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