



CREATIVE
TECHNOLOGY

GENERAL TERMS AND CONDITIONS of CT Creative Technology GmbH & Co. KG

For use in business transactions with persons who work commercially or are self-employed (entrepreneur) or a legal entity under public law at the time of conclusion of the contract.

1. General / scope

Our offers and services are made exclusively on the basis of our general terms and conditions. As a result, these also apply to all future business relationships, also if these have not been explicitly agreed on or if we have not made reference to them. These terms and conditions are considered accepted at the very latest with acceptance of our lease services and/or other deliveries and services. Contrary terms and conditions of the customer are ineffective, unless otherwise agreed on in writing. Acceptance with reference to the customer's general terms and conditions is hereby rejected.

In accordance with the regulations of the Data Protection Act, we hereby inform our customers that personal data is stored electronically solely for internal purposes.

2. Offer and contract conclusion

All offers are subject to change. A contract shall be concluded only with our written order confirmation. Verbal secondary agreements, reservations, changes or supplements to the contract are only valid if they have been confirmed by us in writing. Any changes to this written form clause must also be made in writing.

All property and copy rights reserved on offers, plans, drafts, drawings, production and assembly instructions, descriptions of event concepts, photos, data carriers, etc. These documents serve as general orientation. The information contained therein is in no way to be used to assess the warranted characteristics. Drawings, illustrations, measurements, weights or other service data are only binding if this has been explicitly agreed in writing. We reserve the right to make any changes or improvements that do not affect the purpose of the contract and do not cause the customer any unreasonable hardship. We take no responsibility for the correctness of the information and documents made available to us by the customer.

3. Delivery dates, deadlines, transport

Dates and deadlines indicated are subject to change unless otherwise agreed on in writing. Service and delivery deadlines agreed on by us as binding begin as soon as the customer receives our order confirmation, however, not before complete clarification of all details of the contract and/or receipt of partial or advance payment by us if this has been agreed on. The delivery and service deadlines to which we have agreed remain subject to change if the customer fails to fulfill this kind of obligation or any other obligations.

With regard to contractually binding delivery times and deadlines, we shall not be liable for delays in deliveries and services caused by force majeure or events which make delivery for us extremely difficult or impossible- this also includes subsequently occurring difficulties in procuring materials, disruptions of operation, strikes, lock-outs, personnel shortages, shortages in means of transportation, government action, etc., also if these events effect our suppliers or their sub-suppliers.

In case of a purchase, these types of delay entitle us to extend the time of delivery or service for the duration of the impediment plus an adequate start-up period or to partially or completely



withdraw from the contract for the part of the scope of delivery that has not been fulfilled. If the impediment lasts longer than three months, the customer is entitled after granting an additional period of time of reasonable length to withdraw from the contract with respect to the unfulfilled scope of delivery, unless the product is completed before the additional period is over and the customer has received notification that the delivery is ready to be shipped. If the delivery and/or service period is extended or if we have been released of our obligation, then the customer shall not be entitled to any compensation claims. We can invoke the above-mentioned delay circumstances, only if we have immediately notified the customer of the same when they occur.

If transportation has been ordered by the customer, then he shall be solely responsible for the necessary customs clearance, for adhering to all relevant import and export regulations and for all associated fees.

4. Lease

The lease is calculated according to days. Commenced days are counted as full days.

The customer shall bear all risk, beginning with the handover of the lease item to him or to the shipping company making the delivery on his behalf up to the time of return to our company or handover of the lease item to a shipping company making delivery for us.

Unless otherwise agreed, the customer is obligated to insure the lease item at his own cost against theft, destruction, damage and accidental loss at the replacement value. As a precautionary measure, the customer herewith surrenders immediately any future claims from the contract relationship of the insurance to us and we hereby accept the assignment. In the event of a claim, payments are to be made to us without exception.

Costs resulting from utilization and consumption, such as for example costs for electricity, current entry and power supply or Internet or other telecommunication costs are not included in our scope of services.

During the lease period of the item, the customer agrees that:

- the lease item will be checked prior to use and that we will be notified immediately of any defects;
- the item will be handled with normal and appropriate care and that maintenance, care and utilization recommendations are adhered to without exception.
- we will be provided access to the lease item at any time.
- the lease item will be used only at the location of use agreed on and that no access will be given to unauthorized third parties.
- it is ensured that the lease item and/or services in due form comply exclusively with the applicable laws and are used for purposes for which the lease object is intended or suited.
- technical safety guidelines and official authorizations are to be adhered to, in particular those for the operation of the lease item in public, as well as other permits, insofar as these are not scope of the general technical approval of the lease item. If this is not possible, then the customer is to inform us of this in writing at the time of contract conclusion or at the very latest immediately after becoming aware of this fact.



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Repairs and maintenance measures are to be conducted by us without exception.

Statutory notice of termination is excluded unless we are unable to fulfill our obligations of the contract due to circumstances beyond our control (especially events such as fire, flood, work disputes, war, turmoil, uprisings, acts of terror, legal or state restrictions or embargos). The possibility of termination for good cause shall remain unaffected by this provision.

5. Purchase/ retention of title

We reserve the right to make partial deliveries and to perform partial services at any time. Returns are only permitted if we have agreed to them beforehand. In case of a return due to unjustified complaints, we reserve the right to charge the customer for costs incurring as a result.

The risk of shipment shall be borne by the customer, unless otherwise agreed to in writing.

The goods delivered shall remain our property until the purchase price has been paid in full and all of the obligations incurring from the business relationship and in conjunction with the purchase item have been settled. Ownership shall be transferred to the customer only after all debts to us have been settled, regardless of the legal reasons for which they exist. We are obligated to release our securities if their value exceeds our claims by more than 30%.

6. Payments/ contractual exclusion of set-off/ exclusion of assignment of claims

Our invoices are payable immediately and without deduction. Receipt of the invoice amount on our account is decisive for the timeliness of payment. Place of fulfillment for payments are our domicile.

In case of default in payment, interest to the amount of 8 percentage points above the respective basis interest rate shall be calculated. Payment made which is short of settling the entire debt will at first be offset with the costs, then with the interest and finally with the principle service. We reserve the right to deviate from this allocation, however.

A set-off of the customer with counterclaims against our claims is excluded unless these counterclaims are indisputable or have become res judicata. The customer is not entitled to right of retention for any counterclaims that are not indisputable or have not become res judicata.

The customer is not entitled to surrender any counterclaims and/or transfer rights or obligations to third parties arising from the contract relationship.

7. Licenses

Software of the licensor may only be used for the individual device for which it was intended. When operating the devices, this software may only be used according to the conditions of the licensor reported separately. Image and sound reproductions may only be carried out by the customer only under the conditions of the respective licensor. The customer shall indemnify us from all damage claims of the licensor arising as a result of image and sound material as well as software use, which is not in compliance with the licensor's conditions.



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8. Warranty

The currently applicable warranty provisions apply, unless a used lease item is purchased. A used lease item is purchased with exclusion of any warranty "as seen".

9. Liability

We accept no liability for damages unless they occur as a result of gross negligence or intent on our part. This especially applies to losses or damage to material of the customer or a third party, which we agree to store or to transport.

We shall not be liable for indirect damage, consequential harm caused by a defect or lost profit, in particular not for damage, loss or costs incurring as a result of discontinued use of the lease item, increased labor costs, delays and loss of profit and business value.

Our liability is limited to the amount of the total sum of the lease paid to us and/or of services and deliveries supplied by us. In case of recorded material, the liability is limited to the costs of replacing the corresponding empty data carrier. The liability for lost data is limited to the recovery costs, which would have incurred with regular and corresponding data back up.

The liability restrictions apply in particular for our consultations in word, writing or in any other form.

Our liability is excluded from the above-mentioned liability exclusions or restrictions in case of personal injury (to life, body, health), or in case of an assumption of a warranty or an acquisition risk as well as in case of a breach of essential contract obligations due to compulsive liability in accordance with the Product Liability Act or other compulsive liability.

10. Final provisions

Place of fulfillment and jurisdiction for any disputes resulting between the customer and us from the contract relationship is the domicile of our company. We are however entitled to sue at the domicile of the customer.

All legal relationships between the customer and us are subject to German law under exclusion of conflict of laws and the United Nations agreement on contracts regarding the International Sale of Goods (CISG).

Should a provision of these terms and conditions of business dealings become invalid, this shall not affect the validity of the other provisions.