

Terms of Delivery and Guarantee

General Terms and Conditions for Private Customers (consumers)

§1 Scope of Validity

- 1 Quotations, deliveries and services provided by the seller are based exclusively on these terms and conditions. The buyer accepts these terms and conditions no later than upon acceptance of the goods or services.
- 2 With the exception of authorized signatories and fully authorized representatives, the seller's employees are not authorized to enter into agreements which contradict these terms and conditions. Deviations of this sort from these terms and conditions are only valid if confirmed in writing by an authorized employee.
- 3 All agreements made between the seller and the buyer for the purpose of executing the contract are set forth in writing in this contract.

§2 Conclusion of the Contract

- 1 The seller's quotations are always provisional. Orders received from the buyer only become binding for the seller upon written confirmation or upon delivery of the ordered goods.
- 2 The dimensions, weights and technical specifications listed in this catalog, as well as texts and illustrations, are compiled conscientiously. However, no guarantee can be made regarding their correctness. Data sheets and online media (PDF data sheets, CD-ROMs and Internet) are used for rough orientation and no claims are made regarding their completeness and continuous updating.

§3 Prices – Terms of Payment

- 1 Prices are quoted ex place of delivery, excluding packaging. Prices correspond to the current revision level of the respectively valid price lists of GOSSEN Foto- und Lichtmesstechnik. The seller makes every attempt to adhere to these prices lists. In the event of unforeseeable, extraordinary price increases, the seller reserves the right to pass on price increases to the buyer. The price valid on the date of delivery plus legally applicable sales tax is invoiced. If not otherwise specified, prices are indicated per piece.
- 2 Unauthorized deductions, as well as deductions from shipping charges, must be paid subsequently.
- 3 GOSSEN Foto- und Lichtmesstechnik GmbH reserves the right to ship only against cash in advance by bank transfer or cash on delivery. Exchanges are not accepted.

§4 Price Maintenance and Binding Distribution Agreements

- 1 If products are purchased for which a price maintenance or binding distribution agreement exists, special terms and export regulations apply in addition to these terms and conditions of delivery, for example embargo of the affected manufacturer. In some cases the delivered goods are subject to German and American export controls and embargo provisions. Re-export of these items from the Federal Republic of Germany is only possible with the consent of the Federal Office of Industrial Economics in Eschborn/Taunus and the Office of Export Control in Washington. The buyer is responsible for compliance with the applicable provisions up through the end consumer.

§5 Delivery Time and Consequences of Default

- 1 As a rule, delivery is made from stock or on the earliest possible date.
- 2 Delivery is subject to correct and punctual delivery from our own suppliers. The seller assumes no responsibility for delivery and service delays due to force majeure or similar circumstances arising after conclusion of the contract over which the seller has no control such as strikes, lockouts and official directives, even if they occur at the seller's suppliers or their subcontractors. They entitle the seller to postpone delivery or rendering of the service by the duration of the hindrance plus a reasonable amount of start-up time. If the seller suffers significant disadvantages as a result of the delay, in particular scheduling difficulties, the seller is entitled to withdraw from the contract either partially or in full with regard to the not yet fulfilled portion. If the hindrance lasts longer than

six weeks, the buyer is entitled to withdraw from the contract with regard to the unfulfilled portion after setting and expiration of a reasonable grace period. The seller is only entitled to plead the aforementioned circumstances if he notifies the buyer immediately.

§6 Shipping Instructions – Transfer of Risk

- 1 Delivery is effected by competent freight forwarders and parcel services at the discretion of the seller. The carrier must be notified immediately of any transport damage.
- 2 Shipment is made at the expense and risk of the recipient. At the latest, risk is transferred to the buyer as soon as the shipment has been handed over to the person responsible for transport or has left the seller's warehouse for the purpose of shipment.
- 3 If packaging is not returned, the buyer is responsible for its proper disposal.
- 4 Partial deliveries and partial invoices are permitted to a reasonable extent. Partial invoices must be paid in compliance with our terms and conditions of payment.

§7 Warranties

- 1 The seller warrants that the products are free of manufacturing and material defects. The warranty period is 24 months. The warranty period begins on the date of delivery.
- 2 If the seller's operating or maintenance instructions are not complied with, if changes are made to the products, parts are replaced or consumable materials are used which do not correspond with the original specifications, the warranty is rendered null and void unless the defect in question has resulted from another cause.
- 3 The seller's customer service supervisor must be notified in writing of recognizable defects immediately, and in any case no later than within one week after receipt of the delivered goods. Defects which cannot be detected within this period, even upon careful examination, must be reported to the seller in writing immediately upon detection.
- 4 If the purchased product demonstrates a defect for which the seller is responsible, the seller is entitled, at his own discretion, to remedy the defect or provide replacement. If the defect is remedied, the seller is entitled, at his own discretion, to request that the defective part or device be shipped for repair and subsequently returned to the seller. If the buyer demands that warranty work be carried out at a location specified by himself, the seller can comply with this request. Resultant additional costs, in particular due to work hours and travel expenses, must be paid in accordance with the seller's hourly rates.
- 5 If it becomes apparent that a warranty claim cannot be justified, services provided by the seller shall be invoiced at his standard hourly rates.
- 6 If remedying of the defect or replacement should fail, the buyer is entitled, at his own discretion, to rescission (cancellation of the contract) or a corresponding reduction of the purchase price. Warranty claims against the seller can only be made by the immediate buyer and are not transferable.
- 7 The buyer is liable in accordance with the legal provisions of sections 463 and 480, paragraph 2 of the German civil code for compensation of damages due to non-performance, if the purchased product lacks a warranted property and warranting of such property is intended to protect the buyer against the risk of consequential damages.
- 8 The seller is liable in accordance with applicable statutory provisions if he culpably violates an essential contractual obligation.
- 9 Otherwise, liability for compensation of damages only applies in the case breaches of duty based on intent or gross negligence.
- 10 Other warranty claims of any kind are excluded. Mandatory provisions of product liability law remain unaffected by this.

§8 Other Liability

- 1 Claims for compensation of damage against the seller, in particular due to culpa in contrahendo, positive breach of an obligation and tort, only apply within the scope provided for in §7, parts 7 to 9.
- 2 Claims for compensation of damage due to infeasibility, inability and delay remain unaffected by this. The same applies insofar as liability is mandatory due to the provisions set forth in product liability law.
- 3 Insofar as liability for compensation of damages vis-à-vis the seller is excluded or limited, this also applies to any

personal liability for compensation of damages on the part of the seller's personnel, employees, representatives and agents.

§9 Right of Withdrawal for Private Customers (consumers)

A consumer is any natural person who concludes a legal transaction for purposes which, for the most part, can be attributed neither to his commercial nor his freelance vocational activity.

- 1 Such persons have the right to withdraw from this contract within fourteen days without stating any reason. The withdrawal deadline is fourteen days after the date on which you or a third party named by you, but not the freight forwarder, have/has taken possession of the goods. In order to exercise your right of revocation, you must notify us

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by means of an unequivocal explanation (for example a letter sent by mail, fax or e-mail) regarding your decision to withdraw from this contract.

You can use the attached cancellation form, although this is not mandatory. You can use the cancellation form or fill out another unequivocal statement on our web site (www.gossen-photo.de) and submit it electronically. If you make use of this option, we will immediately send confirmation of receipt of your cancellation (e.g. by e-mail). In order to comply with the cancellation deadline, it's sufficient to submit notification of your intent to exercise your right of withdrawal before the deadline expires.

- 2 Consequences of Withdrawal

If you withdraw from this contract, we are required to reimburse all the payments we have received from you, including shipping costs (with the exception of additional costs arising from the fact that you have chosen a different mode of shipment than the inexpensive standard delivery offered by ourselves), without delay and at the latest within fourteen days after the date on which the notification of your cancellation of this contract has been received by us. We use the same means of payment for this reimbursement that you used for the original transaction, unless otherwise expressly agreed upon with you; under no circumstances will you be invoiced any fees for this reimbursement.

We can refuse to reimburse payment until we have received the returned goods, or until you have substantiated that you have returned the goods, whichever takes place first. You must ship the goods back or hand them over to us immediately, and in any case no later than within fourteen days after the date on which you notify us concerning your withdrawal from this contract. This deadline is complied with if the goods are shipped before the 14-day deadline expires.

You must bear the direct costs of the return shipment. You are only required to bear the costs of any loss in value of the goods if such loss in value can be traced back to unnecessary handling of the goods due to testing of their quality, characteristics and mode of operation.

§10 Retention of Title

- 1 Delivered goods remain the property of the seller until settlement of all claims accrued by the seller against the buyer, or which may yet be accrued on the basis of the existing business relationship.
- 2 The buyer must immediately notify the seller of any third party attachments of the goods subject to retention of title as they become known. The buyer shall be liable for costs incurred for annulling attachments, in particular those costs resulting from the initiation of third-party proceedings, insofar as they cannot be recuperated by the prosecuting creditor.
- 3 In the event of breach of contract on the part of the buyer – in particular default in payment – the seller is entitled to reclaim the goods subject to retention of title from the buyer without respite and without previously withdrawing from the contract or, if applicable, to demand assignment of the buyer's claims to return against third parties. Reclaiming as well as seizure of the goods subject to retention of title on the part of the seller do not constitute withdrawal from the contract. The buyer must bear the costs of reclaiming the goods. The seller is entitled to

dispose of reclaimed goods subject to retention of title after issuing a warning and to offset the proceeds, less reasonable costs, against the claims.

§11 Data Protection

The buyer agrees to the storage of personal and company-related data, to the extent this is necessary for internal administrative work. Upon request and at any time, the buyer shall be provided with information regarding his stored personal data.

§12 Place of Performance, Place of Jurisdiction and Applicable Law

- 1 The place of performance for all services resulting from this supply contract is Nuremberg, Germany.
- 2 If the buyer is a merchant in the spirit of the German commercial code, a legal person under public law or a special fund under public law, or has no general place of jurisdiction in Germany, Nuremberg is the exclusive court of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- 3 These terms and conditions and all of the legal relations between the seller and the buyer shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 4 Should any provision of these terms and conditions or any provision within the context of other agreements be or become invalid, this shall not affect the validity of any other provisions or agreements.

GOSSEN Foto- und Lichtmesstechnik GmbH
Nuremberg, August 2017