

General Terms and Conditions

Section 1 General

The following General Terms and Conditions shall apply to the entire business relationship between our business partners and the company, GeWeTe Geldwechsel- & Sicherheitstechnik GmbH, in regard to all deliveries, performance obligations and offers.

The General Terms and Conditions shall be agreed with the business partner when the first order is placed and the relevant version, with any amendments, shall also apply to all future orders, even if no further express reference has been made to the applicability of the General Terms and Conditions.

Our General Terms and Conditions apply exclusively; we shall not recognise any deviating terms and conditions on the part of the business partner unless we have expressly confirmed our acceptance of the validity of such terms and conditions in writing. This shall also apply if we execute delivery unconditionally with knowledge of any deviating terms and conditions on the part of the business partner.

Section 2 Offer, subject matter of the contract

1. Our offers, whether verbal or in writing, shall always be subject to change and non-binding. Orders shall only become legally binding for us when we have confirmed these within a reasonable period of time, or when we have executed these with the consent of our business partner and pursuant to the agreement; in this regard, the tacit consent of the other party shall be sufficient.

2. Our written order confirmation shall be authoritative for the nature and scope of our deliveries or performance obligations.

3. With regard to the performance obligation details specified in brochures, illustrations, drawings and other descriptions, particularly in regard to dimensions, colours, designs and shapes, as well as other deviations which do not restrict use in accordance with the contractual purpose, we reserve the right to make deviations in accordance with normal business practice, without the business partner being able to make any claims arising from this.

4. Illustrations, drawings, dimensions, weight specifications and other technical data or details merely characterise the subject matter of the contract and do not constitute any warranty of characteristics.

Section 3 Prices

1. Unless otherwise specified in our order confirmation, our prices are for delivery ex works or ex warehouse and exclusive of freight, packaging, insurance, assembly, other additional expenses and the value-added tax applicable on the date of delivery; these items shall be shown separately on the invoice.

2. If our labour or material costs increase once the contract has been concluded, we are entitled to increase our prices accordingly. This does not apply within a time period of 4 weeks following the conclusion of the contract or if a binding fixed-price agreement has been made in writing in a particular case.

Section 4 Delivery, transfer of risk

1. Delivery shall be made ex works or ex warehouse, in accordance with our choice and on account of the business partner. Delivery shall be at the business partner's risk, even if freight-prepaid delivery or transportation using our means of transport is agreed. Unless otherwise agreed, the shipment route and the means of transport shall be determined by us. The transfer of risk to the business partner shall take place when we hand over the goods to a forwarding agent or haulage contractor, or when the goods are loaded onto our own vehicles for the purposes of transportation to the business partner. In the event that the dispatch of the goods is not possible, through no fault of our own, and particularly if the dispatch is delayed at the request or through the fault of the business partner, the risk shall be transferred to the business partner when notification is provided that the goods are ready for dispatch.

2. We shall be entitled to make partial deliveries and partial performance with appropriate advance notice, including of advance delivery. If the business partner becomes overdue with regard to the fulfilment of the duties to cooperate to be satisfied by him (e.g. through failure to make the timely request for the delivery of the goods ordered, through inadequate specification or the incomplete provision of the shipping address) or with regard to the acceptance of a delivery or a part delivery, we are entitled, once an additional 2-week grace period accorded by us has expired, to take any necessary measures - as far as possible - ourselves and to store or dispatch the goods at the expense and risk of the business partner, or to withdraw from the entire contract or parts thereof, or to demand compensation for non-fulfilment with regard to the entire contract or parts thereof; a warning of denial of service is not required.

Our rights with regard to deposit and resale on the buyer's default to take delivery are unaffected.

Section 5 Delay and impossibility

1. In the event that we become overdue, with ordinary negligence, in our delivery obligation, the business partner may demand compensation at a level of 0.5% for each week commenced, but with a maximum total of 5% of the value of the part of the complete delivery which, as a result of the impossibility or delay, cannot be used or cannot be used in good time in accordance with the contract. This amount of compensation shall be set to a lower or higher level if we prove a lower amount of damage or the business partner proves a higher amount of damage.

2. Without prejudice to the right to withdraw from the contract in the event of defects (see Section 11 Warranty), in the event of the impossibility of the performance or delay, the business partner may only exercise his right to withdraw from the contract if we are in breach of one of our duties.

3. In the event of the delay, a further prerequisite for withdrawal or compensation in place of the performance is that the business partner has firstly accorded us, in writing, an appropriate period of at least 4 weeks and, in this process, has expressly stated that he will withdraw from the contract and/or assert a claim for compensation if this deadline is not met. Once this deadline has passed, the business partner shall be obliged, following a request by us, to declare whether he is continuing to insist on the delivery, asserting a claim for compensation or withdrawing from the contract. If the business partner issues no such declaration within an appropriate period of time specified by us, the business partner shall no longer be entitled to refuse the delivery and cannot assert the rights specified.

4. The specification of a deadline, as stipulated in Clause 3, is not necessary if we seriously and definitively refuse to provide the performance due under the terms of the contract or if there are special circumstances which justify immediate withdrawal following consideration of the interests of both parties.

5. The business partner may not withdraw prior to the due performance date, or in the event of a merely insignificant breach of duty on our part. Finally, withdrawal shall be excluded if the business partner is solely or predominantly responsible for the circumstances which would authorise withdrawal from the contract, or if a circumstance arises, for which we are not responsible, during the business partner's default in acceptance.

6. With regard to the claim for compensation, Section 12 of these General Terms and Conditions shall apply.

Section 6 Force majeure

In the event of delays in delivery or performance due to force majeure or due to events which make the delivery substantially more difficult or impossible for us and for which we are not responsible, such as unforeseen difficulties in the procurement of materials arising after conclusion of the contract, operating trouble, strike, lockout, staff shortages, shortage of means of transport, commercial decrees etc., including if these events arise for our suppliers or their sub-suppliers, we shall be entitled to postpone the delivery or performance by a period equating to the duration of the hindrance plus an appropriate preparation time, or to withdraw from the contract fully or in part due to the part of the contract not yet fulfilled. If the duration of the hindrance exceeds 3 months, the business partner shall be entitled, after setting an appropriate deadline, to withdraw from the contract with regard to the part of the contract not yet fulfilled, and to demand the repayment of any payments on account already made, without recourse to any further rights. In the event of partial deliveries, the business partner may only withdraw from the entire contract if the partial fulfilment of the contract is of no interest to him.

Section 7 Terms of payment

1. Unless otherwise agreed, payments must be made strictly net against delivery of the goods.

2. Bills of exchange and cheques are not regarded as being in lieu of payment. We shall accept bills of exchange, cheques and securities subject to all rights and with no guarantee that they will be presented on time. Discount and additional charges shall be borne by the business partner.

3. Irrespective of any stipulation to the contrary by the business partner, we shall be entitled to apply payments firstly to the business partner's older debts; firstly to costs and interest and finally to the principal debt.

4. The business partner may only set off a claim against our claims or assert a right of retention if the business partner's counter-claim is established as non-appealable, is non-contested or has been recognised by us in writing.

5. The business partner shall become overdue with regard to his payment obligation once we have issued a reminder. No reminder shall be required if a time for payment is determined in accordance with the calendar or, after the occurrence of an event, if the payment should take place within a certain period of time. However, even without a reminder, the business partner shall be deemed overdue with his payment no later than 30 days following receipt of our invoice or, if we are unable to establish the date of receipt of our invoice, 30 days following receipt of the delivery item. We shall be entitled to charge interest at 8% above the base rate from the start of the late payment period. Our right to assert further claims for damages caused by the delay remains unaffected by this. In the event of a delay, we shall reserve the right to record this fact in a credit-worthiness information system.

6. At the end of the year, we may notify the business partner of the outstanding debt from the current year. Objections concerning the inaccuracy or incompleteness of this notification must be raised by the business partner within a maximum of 4 weeks following receipt of the notification. The timely dispatch shall be sufficient. The absence of objections by the due date shall be deemed to be approval of the notification. We shall again make separate reference to this consequence when we issue the notification.

Section 8 Retention of title

1. The delivered goods shall remain our property until our invoice has been paid in full and until payment of all prior deliveries and performance obligations, including all incidental claims, and, in the event of payment by cheque or by bill of exchange, until such time as we are in possession of the amount (Section 449 I of the German Civil Code (BGB)). This shall also apply in cases where payments have been made for particularly designated claims. The transfer of individual debts to a current account and the balancing of the account and the acknowledgement of this shall not affect the retention of title.

2. If goods sold subject to the retention of title are sold by the business partner, either alone or together with goods not belonging to us, the business partner shall already transfer to us the accounts receivable arising from the resale to the value of the goods sold subject to the retention of title with all subsidiary rights. If the resold goods are in our co-ownership, the transfer of the account receivable shall extend to the amount corresponding to the proportionate value of our co-ownership. We shall authorise the business partner, subject to revocation, to collect the accounts receivable transferred to us. In the event that the business partner becomes overdue with regard to his obligations towards us, he must provide us with the names of the debtors of the transferred claims and must inform them of the transfer. In such cases we shall also be entitled to notify the relevant debtor ourselves of the transfer and to make use of our collection authority.

3. In the event of contract-breaching conduct by the business partner, particularly in regard to delay in payment, we shall be entitled to take back the goods sold subject to the retention of title, following a reminder and the setting of a deadline, and the business partner shall be obliged to surrender the goods. The assertion of the retention of title and the seizure of the delivery item by us shall not constitute withdrawal from the contract. The business partner shall declare now his consent to allow the individuals contracted by us to collect the goods sold subject to the retention of title to access and travel on his premises for this purpose.

4. The business partner shall be entitled and authorised to resell, use or install the goods sold subject to the retention of title only in the normal and proper course of business and only with the proviso that the accounts receivable transferred to us are in fact passed on to us. The business partner shall not be entitled to any other form of disposal relating to the goods sold subject to the retention of title. In particular, the business partner may not pledge or transfer ownership of the delivery item as security.

5. The business partner must inform us immediately of any third-party enforcement measures in relation to the goods sold

subject to the retention of title or the transferred claims and must hand over the documents required for the objection.

6. All goods subject to the retention of title must be insured by the business partner at his expense and against fire and theft in particular. All claims against the relevant insurer are hereby transferred to us in relation to the goods subject to the retention of title; we hereby accept this transfer.

Section 9 Ownership of stored data and software

1. The software and the data stored in the electronic control units (central processor unit and controller), in the money changing devices and other devices are handed over to the business partner for use within the scope of the proper operation of the device only, and these do not constitute part of the purchase contract. We shall accord the business partner a non-exclusive, royalty-free, continuous and irrevocable licence right to use the industrial property rights which are present in the computer software or represented by this in the goods or are supplied as spare parts. This licence expressly excludes the right to modify, adapt, reproduce or copy this software and further excludes the right to distribute, pass on, sell, or pass on in any other way the industrial property rights contained in or represented by the software.

2. The data stored on the electronic control units are not intended for the business partner or other third parties.

3. Anybody who procures these data without authorisation is liable to prosecution.

4. The software and these data remain our property at all times.

5. The business partner shall treat as confidential all information which he receives from us - whether in writing or verbally - in relation to the goods - during or on the occasion of the delivery of the goods - as well as all information designated by us as confidential ("Confidential information"), if this information is not generally accessible to the public. The confidential information particularly includes, but is not restricted to, details of the industrial property rights and all software, its source code, all flow charts, diagrams or data relating to the software, as well as the processing method.

6. The business partner may pass on confidential information exclusively to those members of staff who require this information to use the goods in accordance with the terms of the contract and only to the extent to which this information is required; the business partner may not use any part of the confidential information for his own purposes or to the advantage of third parties, unless this is expressly permitted by law or by our prior written consent. The business partner shall ensure that his staff, employees and sales partners maintain complete confidentiality in relation to the information, in the same way as if they personally were bound by these terms and conditions.

Section 10 Notification of defects

1. Obvious defects, i.e. defects of title or material defects, the delivery of excessive or insufficient quantities, incorrect deliveries, or the absence of a quality of the delivery or performance which may have been guaranteed by us (defects), must be notified immediately and no later than within 14 days of receipt of the goods; non-obvious defects must also be notified immediately and no later than within 14 days of these being noticed.

2. If claims for defects or other complaints are not asserted within the period of time in accordance with the above Clause 1, any warranty claims against us shall be excluded.

Section 11 Warranty

1. In the event of a defect with a claim being made within the time limit in accordance with Section 10 of these terms and conditions of delivery and payment, we shall undertake to rectify the defect (improvement) or to provide a replacement, with the course of action being chosen by us, for a period of 12 months from the hand-over of the delivery item to the business partner, provided that the business partner can prove that the defect already existed at the transfer of risk. For damages arising from injury to life, body or health, caused by a defect, we shall be liable for 24 months following the hand-over of the delivery item. The warranty is excluded for used delivery items.

2. If we have rectified a defect in a delivery item twice or have replaced a delivery item once and this has not resulted in the existing defect being rectified, or if we have unjustifiably refused to carry out a necessary rectification of a defect or to provide a replacement, or have delayed unduly, or if the business partner cannot be expected to accept a rectification of the defect for other reasons, or if the prerequisites under Sections 281 II or 323 II of the German Civil Code (BGB) apply, the business partner may, instead of rectification of the defect or the delivery of a replacement, assert a claim to the statutory legal remedies for withdrawal from the contract and diminution of the purchase price, as well as compensation for damages and claims for expenses, the latter in accordance with Section 12 of these terms and conditions of delivery and payment.

3. In the case of third-party products, our warranty is restricted to the transfer of the claims which we possess against the supplier of the third-party product. In the event that the business partner cannot assert his rights of warranty against the supplier of the third-party product, we shall offer a warranty within the scope of these conditions.

4. Following agreement, the business partner shall accord us the necessary time and opportunity to rectify the defect or to supply a replacement.

5. Moreover, we shall not be obliged to rectify a defect or supply a replacement if this can only be achieved at disproportionate cost. Costs shall be considered disproportionate if they exceed 25% of the purchase price of the delivery item.

6. Any parts replaced within the scope of the warranty shall become our property.

7. If complaints of defects are wrongly made, we shall reserve the right to claim payment from the business partner for the expenses incurred by us.

8. We shall give no warranty in the event of merely insignificant deviation from the agreed quality and in the event of insignificant impairment of the usability, or for damage resulting in particular due to the following reasons: unsuitable or improper use, incorrect installation or commissioning by the business partner or by third parties, natural wear and tear, incorrect or negligent treatment - in particular excessive strain, unsuitable operating materials, substitute materials, chemical or electrical influences, insofar as these cannot be attributed to any fault on our part, whereby we are responsible only for wrongful intent or gross negligence.

9. If the goods have subsequently been moved to a location other than the business partner's place of business, and if this results in increased expenses, particularly in regard to the transport, route, labour and material costs associated with rectifying the defect or providing a replacement, the customer will not be reimbursed for these increased expenses, unless the transfer to a different location is in accordance with the intended use of the goods.

Section 12 Compensation

1. Unless otherwise agreed in these terms and conditions, all claims by the business partner for compensation for damages of any kind, including reimbursement of expenses and indirect damage, are excluded, especially when resulting from any breach of duty arising from the contractual obligation and from unlawful acts. The exclusion of liability shall also apply if we have appointed performing agents or vicarious agents.

2. In the aforementioned cases, we shall only be liable if we, our senior executives or performing agents have acted with gross negligence or wrongful intent, as well as in all cases in which we, our senior executives or performing agents have culpably violated major contractual obligations (cardinal obligations), thereby jeopardising the overall purpose of the contract.

3. In the event of infringement of cardinal obligations our liability shall, in the case of ordinary negligence, be restricted in terms of amount to the value of the order.

4. If, as an exception to the case last mentioned, the value of the order does not correspond to the typically expected damage, our liability shall be restricted in terms of amount to the typically expected damage.

5. The exclusion of liability shall not apply to claims arising from the product liability law (Produkthaftungsgesetz) or if a guarantee for the quality or the durability of the delivery item has been provided and the guarantee specifically served the purpose of also covering the business partner against damage not arising to the delivery item itself. Moreover, the exclusion of liability shall not apply to damages arising from injury to life, body or health.

6. No liability shall be accepted for damage to property or assets, or personal injury of any kind arising from the manipulative interference by third parties in respect of the devices and accessories.

Section 13 Trial shipment

In the case of a purchase on trial, if a business partner retains the device for longer than the agreed trial period, the purchase shall be deemed concluded. Full calculation of the purchase price shall be made, if we have specifically pointed this out to the business partner on delivery or if he does not return the device to us within one week of our demand for its return.

Section 14 Provision of security

1. If, following conclusion of the contract, circumstances become known to us which significantly reduce the credit-worthiness of the business partner or if reasonable doubts arise concerning the business partner's ability to pay, or if the business partner has provided us with inaccurate details about his financial situation and if the fulfilment of his obligations towards us is jeopardised as a result, or if the business partner fails to meet the agreed payment dates, we can call in all outstanding debts owed to us by the business partner immediately, including any bill of exchange with a later maturity date. We shall inform the business partner of the calling in of payment in writing. In the specified cases, we can also demand the provision or enhancement of securities within a reasonable period of time or we can withdraw from the contract, if it is our intention to exercise our right to withdraw from the contract in the event that the business partner fails to fulfil his obligation to provide or enhance securities within the specified period of time, we shall advise him of this in advance. This shall not apply in the case of delayed payment on the part of the business partner. In this case, we shall be entitled to withdraw from the contract immediately.

2. In the event of a justified demand for the surrender of the delivery item and once we have taken receipt of the delivery item, we shall be entitled to sell this as best we can through a private sale on account and at the risk of the business partner. The amount realised by the sale, reduced by reasonable sale costs, shall be offset against the business partner's outstanding liabilities. Any extra proceeds will be paid to the business partner.

Section 15 Claims, rights and obligations of the business partner

1. Claims of the business partner may only be transferred to third parties with our express consent in writing. We shall undertake to agree to the transfer in the event that the third party indemnifies us against a double claim in the event of an erroneous payment without fault.

2. The business partner shall undertake to deliver the delivered devices back to the manufacturer once their commercial use has expired. In the event that this does not take place, he shall ensure that he disposes of the devices properly in accordance with the requirements of the German Electrical and Electronic Equipment Act (ElektroG).

Section 16 Applicable law, place of jurisdiction

1. The place of performance shall be our registered office in Mechemich.

2. The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded.

3. The place of jurisdiction shall be our registered office in Mechemich, provided that the contractual partner is a trader registered under the German Commercial Code, a legal entity under public law or a public law entity with special public funds. The plaintiff shall be entitled to take legal action at the defendant's registered office.