

**Terms and conditions of the
AVC Audio-Video-Communication Service GmbH**
(valid from 01.01.2004)

I. Area of application

Orders are implemented to the following conditions. Divergent regulations need the written form.

II. Placing of order and performance range

1. AVC produces service performances in accordance with and in the range that the customer in the service order describes and that AVC confirms.
2. If the customers placing of order has not limited the service order strictly to certain parts and / or the recovery of certain lack, AVC will repair the device so that the full functional ability is produced for the purposes of the technical description.
3. If the customer has limited the order in the way described in II.2, AVC will implement only the ordered specific performances, but not produce the functional ability for the purposes of the technical description. In such cases the device in spite of the duly executed repair can still show heavy faults.
4. If the Customer sets a repair costs border for AVC, and the repair can not be executed to the given expenses, is only continued, when the customer has confirmed for the execution to the required higher expenses. If the customer refuses to confirm complete repair to higher expenses, he gets the device in the condition back in which the notification took place.

III. Expense inquiries

1. AVC creates expense inquiries only on special order to these conditions as well as always then when a repair costs border set by the customer can not be kept. The customer is fundamentally liable to pay the costs that are needed to cover the time involved (the valid prices of the service-price-list). They are obligingly if the repair order has been given within 30 days and the device has not been used between expense inquiry production and order. The execution of arranged works does not need the previous agreement of the principal, unless at short notice, this is not attainable, the works are necessary and the total expenses do not increase through here by a higher percentage than 10%.
2. **Important note:** The work to find the expense inquiry opening of the devices is often needed. These consequences can not be repaired back even when the customer does not give the repair order after the receive of information of the expense inquiry. A claim to the fact that the device has to be brought back in the origin condition, exists only in this respect, when the expenses do not cross the amount of 40% of the expenses of the expense inquiry what is find in the service-price-list or if the customer wishes this strictly against reimbursement of costs.

IV. Order processing, if no mistake can be stated

1. If the service-order is given by a trader or a distributor, he / they is obliged with the best knowledge to check by suitable preliminary test that the device is not faultlessly.
2. Faultlessly is a device when it works under operating conditions as directed perfectly. All mistakes which appear by or only by use with other devices and are reproducible then, are to be repaired only within the service-order of AVC, when the other devices and all connection parts are a subject of the service-order.
3. If AVC find out that the device is perfect and the fault is not reproducible, AVC has executed the order as long as this statement has taken place. Also in such cases the customer owes the payment of the expenses determined in the service-price-list.

V. Pricing and payment terms

1. Basis for the calculation of the price at the time of placing the order is the valid service-price-list.
2. The calculation is based on the required time involved and the spare parts required to the service

performance. In addition there is a small fee for the use of solder and other repair aids, like test equipment and measurement devices.

3. If collection of the device is arranged by the customer at AVC office, the device is handed over only against cash payment or payment with EC-ticket and PIN number. The completion of the repair by collection at AVC office is indicated to the customer by giving him the bill that shows the amount.
4. If the delivery is arranged exceptionally against invoice, the amount of the invoice is to be payable from the day shown in the invoice net terms only.
5. In all other cases AVC dispatches the repaired devices with cash on delivery to the end customer or adding the shipping costs to the invoice only for distributors.
6. If a cash on delivery is not redeemed or a device is not fetched within 14 days from dispatch of the completion announcement, the customer gets another information with the demand the cash on delivery to redeem, or to fetch the device. In case of another delay we have claim to add storage fees and interests from 30 days after notification.
7. If the proof of warranty is given to an order only after producing the invoice, AVC will invoice an accounting fee to the end customer with the amount of € 15.
8. Warranty repairs are executed under reservation of the acknowledgment by the manufacturer. If the manufacturer refuses the acknowledgment, the repair costs has to be paid by the customer.

VI. Dispatch and expense of the dispatch

1. All freight, freight-even expense and packing charges go to weights of the customer.
2. The responsibility for the faulty goods will go over to AVC as soon as they are in the office of AVC.
3. With handing out to the customer the responsibility for the devices goes over to the customer. By dispatch by post or freight the responsibility goes over to the customer if and as long as the device has been handed over either to a forwarder / carrier or the Federal Post Office or has otherwise left the working area of AVC.
4. AVC selects with the care of a neat businessman dispatch ways, forwarders and carriers for the return dispatch of the devices. It is to be paid attention by the customer to assert any damages in transit and, besides, terms to be kept.
5. If devices are hand over to AVC or sent, the return dispatch of AVC takes place in suitable, commercial packaging. This is to be paid from the customer separately.

VII. Lien on outstanding accounts of the work enterprise and refrained from collection

1. AVC is entitled as instructed a contractual right of distraint the devices which have got within the nature of the order in the possession, because of the performance produced.
2. If the customer does not redeem the device sent to him cash on delivery after execution of the service-performance also, then yet, after he has got the information in figure V., or the customer does not fetch the device within 4 weeks by the second demand, AVC can charge for the customer at the end of the term an appropriate warehouse money.

If the device 3 months after the second demand in accordance with figure V. is not been fetched, AVC is not obliged to the other keeping and free by every liability, also for light-negligent damage or decline) At the end of this 3 month it is free to AVC to send a menace of freehand sales to the customer. 4 weeks after sending this menace AVC may alienate the concerning device for the cover of the service-performance-demand against the customer. If an excess of proceeds is achieved, besides, he is to be paid to the customer.

VIII. Warranty for repair and liability

1. AVC warranties the best execution of the repair during 12 months. Lack is touched up free of charge in the affected device, as far as caused by AVC.

AVC warrants the use of good material and spareparts during the execution of service performances for the same period.

2. To the correction of faults the Customer has to grant time and occasion to AVC and, besides this, first of all for the fact to make sure that the complained device is available to the examination and execution of the warranty measures for AVC or its representatives.
3. AVC is responsible for losses in / of the order subject only in this respect, that AVC or a fulfillment assistant applies to the default.

In the case of the damage AVC is also only entitled to, for the customer free, but repair obliges.

If the repair is impossible or the expenditure exceeds for it the current value, AVC can fulfill instead the claims of the customer by payment of the current value of a comparable device or, through own choice, through delivery of a corresponding new device. The same is applies with loss.

AVC is not responsible for sentimental value.

4. For losses of other sort, in the device or also otherwise, unimportant from which legal argument, so amongst other things also in consequence of the violation of contractual duties or on account of unauthorised businesses, AVC is only responsible, as far as such losses have been caused by deliberate or roughly negligent behavior of AVC or the assistant or fulfillment assistant of AVC by the exercise of the tasks assigned to you after this maintenance contract.

AVC is obliged in accordance with the preceding conditions only to the removal of lack or losses or to the damages if the appeared lack and losses has not been indicated immediately after their discovery, anyhow, later than one week after discovering, in writing. It applies the german legal period of limitation.

5. Every liability is canceled, if the customer carries out damage removals without previous consent of lack connection way AVC or allows to decide by third persons or firms. The customer does not have a claim an allowance thereby of appearing expenses.
6. AVC is not liable or responsible for data loss of equipment caused by repair. The user/customer shall be responsible for the data protection by itself.

IX. International sales

To the contractual relations German right obtains under exclusion of the convention of the United Nations of contracts of the international goods purchase applies.

X. Effectiveness

If particulars of these conditions, regardless for what reason, should not be applied, then thereby the effectiveness of the remaining conditions is not affected.

XI. Area of jurisdiction

Exclusive area of jurisdiction is Hamburg or another legal area of jurisdiction after choice of AVC Service GmbH.