

## General Terms & Conditions

- A. Validity of the General Terms and Conditions of **moysig**
- B. Purchasing and contract conditions
- C. General conditions of service

### A. Validity of the General Terms and Conditions of **moysig**

These General Terms and Conditions always and exclusively apply for the contractual relationship between **moysig** and its business partners, even if no special reference is made to it for individual transactions.

### B. Purchasing and contract conditions

#### B.1

Solely the purchasing and contract conditions of **moysig** are authoritative for orders and purchase orders issued by **moysig**. Under no circumstances shall General Terms and Conditions of **moysig**'s contractual partners apply; this shall apply without express objection being required in individual cases.

#### B.2

All orders issued and purchases executed by **moysig** are – in so far these terms and conditions do not settle the question – **solely** processed on the basis of the statutory provisions.

#### B.3

Supplementary to the statutory provisions, the following terms of payment shall apply.

##### B.3.01

When an invoice is received by the 10th of a month, **moysig** shall pay on the 20th of the month taking advantage of a 3% discount or on the 10th of the month after next at the net rate.

##### B.3.02

When an invoice is received between the 11th and the 20th of the month, **moysig** shall pay on the 20th of the month taking advantage of a 3% discount or on the 20th of the month after next at the net rate.

##### B.3.03

When an invoice is received between the 21st and last day of the month, **moysig** shall pay on the 10th of the following month taking advantage of a 3% discount or on the 30th of the month after next at the net rate.

#### B.4

For merchandise arriving early, the invoice shall be value dated on the delivery date requested contractually by **moysig**. The value date shall apply as the invoice receipt date.

#### B.5

For deficient merchandise or performance or partial delivery in breach of contract, the invoice shall be value dated on the date the deficiency is remedied or the goods delivered in full. The value date shall apply as the invoice receipt date.

#### B.6

Our contractual partner is to guarantee and pay compensation to the statutory degree and for the statutory period.

#### B.7

The time limits to examine and make a claim, which **moysig** is to observe, are each extended to 14 days.

#### B.8

The jurisdiction and place of performance is Bielefeld, Germany. Exclusively German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## C. Performance conditions

### C.1. Contents of contract / Order confirmation

#### C.1.01

Always and solely these conditions of performance apply for orders issued for **moysig**, even if no special reference is made to them for individual transactions. **The General Terms and Conditions of the business partner of moysig do not apply**; this shall apply without express objection being required in individual cases.

#### C.1.02

Depending on what has been agreed in the individual case, the spectrum of **moysig** services shall cover various areas of performance ranging from design work, furnishing concepts, planning and execution services up to the creation and sale of movable goods and software.

#### C.1.03

If and to the extent no bilaterally signed contract exists, the written order confirmation of **moysig**, if applicable, in combination with the list of services created by **moysig**, shall be authoritative for the content of the respective contract.

#### C.1.04

Verbal agreements in connection with the conclusion of contracts that are made with **moysig** employees who are not authorised to represent shall also require a written confirmation from **moysig** to be valid.

#### C.1.05

Quality information that is attributable to **moysig** and that contains measurable values are to be understood as including a tolerance of  $\pm 10\%$ .

#### C.1.06

**moysig** shall only owe and perform consulting and organisational services on the basis of a separate contract and against separate remuneration.

#### C.1.07

**moysig** reserves the right to deliver the documentation for the software forming the subject matter of the contract separately as a printable file on a data media or as online help integrated into the software. The customer has the right to receive the documentation against separate remuneration also as a printed version in accordance with the respectively current prices. **moysig** points out that, owing to its complexity and the customer-specific technical requirements, a meaningful use of the software forming the subject matter of the contract is not possible for an average user even with complete detailed documentation without special separate training. **moysig** offers the corresponding training against separate remuneration.

#### C.1.08

**moysig** is only obligated to maintain the software if a corresponding fee-bearing software maintenance agreement has been concluded; similarly the support of the customer in the use of the software, whether through services on site, through telephone support or per modem hotline shall only be provided by **moysig** within the context of a separate agreement against separate remuneration.

## C.2. Copyright / Software

#### C.2.01

The drafts, models, display plans, outline and other drawings, text templates etc. remain the property of **moysig**, even if the customer has provided compensation for the work.

Only **moysig** shall be entitled to use these objects.

#### C.2.02

**moysig** is entitled to attach its own company logos and trademarks. The customer is prohibited from removing any such symbols or marks attached by **moysig**.

#### C.2.03

The customer is responsible for ensuring that templates, drafts, plans, texts, trademarks and such like submitted by the customer may be legally used.

#### C.2.04

**moysig** has the sole copyright to any software forming the subject matter of the contract.

Only the simple right to use the software is transferred and then only in the form that the software may be used solely for self-operation.

#### C.2.05

Any copying or other usage of the software is illegal.

#### C.2.06

The customer shall observe the licence restrictions of the manufacturer with regard to the software delivered to the customer by **moysig** and also shall impose the observation of these third-party copyrights on its employees.

### **C.2.07**

To the extent nothing else is agreed in the contract, the customer shall acquire a non-exclusive licence.

Multiple licences must be agreed as such in a separate contract. The term multiple use entails the simultaneous installation and/or usage of the software on several work stations by the customer. Multiple use in this sense is also deemed to exist if the software is installed on only one read-only memory unit, but simultaneous access to the software can occur via several work stations. Whether and to what extent the software may also be used by the customer with different clients depends on the respective software contract. A usage of the software by the customer deviating from this also represents a copyright infringement against the conditions of use.

### **C.2.08**

Only upon final sale of all of its own copies and possibilities of usage may the customer transfer the software, documentation or copies of the software to third parties or make it available to third parties. The customer grants **moysig** the right to check compliance with this usage provision at any time on its premises during business hours.

### **C.2.09**

The customer is not entitled, except in the case of explicit written permission by **moysig**, to make copies of the software or of the documentation made available to the customer. This shall not affect the right to create backup copies of the software. The customer may not, subject to Clause **C.2.08**, pass software, documentation or copies thereof on to third parties without the express written consent of **moysig**.

### **C.2.10**

The customer shall acquire the licence for the version of the software product that is current at the time of the conclusion of the contract or at the initial installation.

### **C.2.11**

Decompilation of the software is not permitted. In so far the customer requires interface information, **moysig** shall disclose the software interfaces upon request. Only if **moysig** does not comply with this request within a reasonable period is the customer allowed for the purposes of interface analysis to decompile the necessary software components. A period of at least four weeks shall apply as reasonable.

### **C.2.12**

**An infringement against the licence provisions of this section C.2 for software is a criminal offence pursuant to § 104 UrhG (Copyright Act) and shall be pursued officially by the public prosecutor's office.** For each individual breach of the above-stated licensing regulation, the customer undertakes to pay a contractual penalty in the amount of 50% of the purchase price paid for the software. This shall not affect the enforcement of any proven concrete damages going beyond this.

### **C.2.13**

The above-stated regulation also applies in the event that the customer uses the software beyond any multiple use to which he may be entitled.

## **C.3. Shipment / Risk of loss**

### **C.3.01**

**moysig** may choose the mode of shipment at its own discretion, provided that a specific mode of shipment has not expressly been prescribed.

### **C.3.02**

The Buyer assumes all risks once the merchandise leaves the premises or the warehouse of **moysig**. The consignment shall only be insured at the request and at the expense of the customer.

### **C.3.03**

If shipment is delayed owing to circumstances for which the Buyer is responsible, the risk transfers to the Buyer once the shipment is ready for shipment or upon the agreed delivery date. This shall also apply in other cases in which **moysig** is not responsible for the delay of the shipment.

## **C.4. Time of delivery / Time of performance**

### **C.4.01**

Any delivery deadlines agreed shall apply ex works, to the extent nothing else was expressly agreed.

Such delivery deadlines – as well as other performance deadlines –

shall commence on the time and date provided for in the order, however at the earliest once the documents, permits, retrievals and shipping addresses to be supplied by the customer are present, all details of the order have been clarified and the customer has performed or provided all agreed down payments or collateral.

In so far a delivery or performance **deadline** has been agreed, it shall be extended appropriately if the customer is behind in providing the documents, permits, shipping addresses, down payments or collateral to be provided by it.

If a delivery or performance **deadline** has been agreed, it shall be postponed appropriately if the customer is behind in providing the documents, permits, shipping addresses, down payments or collateral to be provided by it.

An appropriate postponement of delivery or performance deadlines or extension of delivery or performance times shall also take place if the prerequisites for the services to be rendered by **moysig**, which are to be provided by the customer itself or by third parties, are not available in good time.

### **C.4.03**

If the customer desires changes to the order after order confirmation, the delivery period or performance period shall only commence following **moysig's** confirmation of the changes. The delivery or performance date shall then be postponed accordingly.

### **C.4.03**

The performance period shall be extended appropriately upon occurrence of unforeseen impediments, which **moysig** cannot avoid despite having exercised reasonable diligence in accordance with the circumstances of the case, e.g. a total or partial failure of a subcontractor for whom **moysig** is not answerable. In such a case, **moysig** can withdraw from the contract.

### **C.4.04**

A claim to damages in lieu of performance or to damages due to delay is excluded in the cases of Clause **C.4.03**, provided that **moysig** informed the customer about the impediment to performance immediately.

### **C.4.05**

The same shall apply for transactions for delivery by a fixed date if the above-stated delays do not cease in good time.

### **C.4.06**

Any damages to be paid by **moysig** due to delay are limited to the pre-contractual position.

## **C.5. Partial deliveries / excess and reduced quantities**

### **C.5.01**

**moysig** is entitled to deliver up to 10% more or less without this constituting a breach of obligation. Partial deliveries are also permissible to an extent reasonable for the customer.

### **C.5.02**

If **moysig** makes use of the right to partial delivery or to reduced delivery or to excess delivery, payments for merchandise already delivered may not be held back for this reason.

## **C.6. Prices and terms of payment**

### **C.6.01**

Unless agreed to the contrary, all prices apply ex works or ex warehouse, **excluding** packaging.

### **C.6.02**

In so far packaging is required, **moysig** shall pack according to the existing regulations and proceeds pursuant to § 4 VerpackV [packaging ordinance].

### **C.6.03**

The prices, the same being true of costs and interest, are quoted exclusive of the respectively applicable turnover tax.

### **C.6.04**

If the cost factors change after order confirmation, in particular the prices for raw products or auxiliary materials, as well as wages and transport costs, **moysig** may undertake a corresponding adjustment of the prices in the event that the period of time between order confirmation and delivery exceeds four months.

### **C.6.05**

The hourly rates, surcharges etc. of **moysig** apply for every normal travel, maintenance or working hour based on the respective collectively agreed weekly working hours.

Travel hours are charged without any overtime surcharges.

Driving time with motorised vehicles, in contrast, count as normal working hours with overtime surcharges.

The daily allowance (room and board at home) is charged by **moysig** for each travel and work day. In the event an installation or other customer service is continued after a weekend, a daily allowance or travel costs are to be paid for the weekend at the option of **moysig**, unless expressly agreed to the contrary.

Public holiday surcharges and daily allowance are also charged on local public holidays.

Travel costs are charged as follows:

- Air travel: Economy class
- Train travel: 1st class
- Local travel: Taxi and if applicable porter for luggage
- Company car/vehicle: flat mileage rate pursuant to our respectively up-to-date offset rates.

#### **C.6.06**

Travel hours and trip expenditures for the return trip can only be entered on the work certificates or time sheets following completion.

#### **C.6.07**

The wage, salary and working time tariffs applicable in each case form the basis of the above-mentioned invoicing rates of **moysig**. In the event that the latter are changed, **moysig** reserves the right to make a corresponding change to the invoicing rates. Upon request, the respectively valid invoicing rates shall be transmitted to the customer.

#### **C.6.08**

If installation, commissioning, maintenance, repair or some other service is delayed for reasons that lie outside the sphere of influence of **moysig**, the Buyer has to bear all resulting costs, in particular waiting times and additional travel and daily allowance costs resulting from the delay for employees deployed by **moysig** and for subcontractors ordered by **moysig**.

#### **C.6.09**

The legal consequence named in Clause **C.6.08** shall also apply if the Buyer is responsible for the reasons for the delay.

#### **C.6.10**

The provisions of the German Turnover Tax Act apply for instalment payments.

#### **C.6.11**

Unless agreed to the contrary, payments are due immediately.

#### **C.6.12**

Payments due to **moysig** are due no later than 10 days after the invoice date. Upon exceeding this date, the debtor shall be deemed to be in default.

#### **C.6.13**

In the event of default on the part of the customer, **moysig** can demand default interest of 10 points above the base lending rate. This shall not affect the right to furnish proof of and assert damage going beyond this.

#### **C.6.14**

Place of fulfilment for payments is the registered office of **moysig**.

#### **C.6.15**

The customer can only offset payments against undisputed or legally established claims.

#### **C.6.16**

The customer has no right of retention.

The rights pursuant to § 320 BGB [German Civil Code] remain intact, however, as long as and in so far **moysig** has not fulfilled its warranty obligations.

#### **C.6.17**

If **moysig** accepts cheques for payment, this occurs only as performance in fulfilment of an obligation.

#### **C.6.18**

Payment by bill of exchange is excluded; bills of exchange are not accepted by **moysig** for payment. In the event that **moysig** accepts bills of exchange on the basis of a special conflicting agreement, this occurs only as performance in fulfilment of an obligation.

#### **C.6.19**

Bills of exchange accepted as an exception must be discountable. Discount charges and other costs shall be borne by the Buyer and are due immediately upon invoicing without deduction.

#### **C.6.20**

For a settlement agreed on an exceptional basis by means of bills of exchange, **moysig** can – without this requiring any special agreement – demand the immediate payment of all outstanding delivery claims even if they are not yet due, but are otherwise uncontested, if invoiced discount charges are not paid within eight days, bills of exchange received are not discounted by our bank, discounted bills of exchange are charged back or a bill of exchange is dishonoured.

The same shall apply if a customer's cheque is dishonoured or if the customer defaults on an agreed instalment payment with one instalment – given the validity of the Instalment Sales Act with two consecutive instalments.

#### **C.6.21**

If after the conclusion of the contract – if for the conclusion of the contract a declaration of intent is required on the part of the customer, after the last declaration of intent by **moysig** directed to the conclusion of the contract – a significant deterioration in the customer's financial situation occurs, for instance in the event of bill of exchange and/or cheque protests, **moysig** can demand advance payment or a security for all services and deliveries yet to be executed from contracts from the same legal relationship (§ 273 BGB) at **moysig**'s option. If the customer does not comply with this demand, **moysig** can withdraw from these aforementioned contracts or after setting a deadline demand damages in lieu of performance and in the amount of 25% of the order total not executed without specific proof, in so far the customer does not prove lesser damages. **moysig** is also entitled to demand compensation for damages beyond the flat rates.

### **C. 7. Backup of data / Data integrity**

#### **C.7.01**

moysig points out that data (this includes programs and similar) can be lost due to various reasons and that their recovery is often not possible or only possible with disproportionate effort and expense.

It is incumbent upon the customer to make sure at all times that its entire data inventory is professionally backed up, specifically that at least every 24 hours a complete backup is undertaken that is then available in this form for at least one month.

In the event of a loss of data for which moysig is responsible, the liability for damages on the part of moysig is limited restoring the customer to a condition it would have been in had it fulfilled its backup obligation. Any further liability exists only if moysig can be accused of criminal intent or gross negligence.

#### **C.7.02**

In so far **moysig** executes remote maintenance or performs other services via remote data transmission, **moysig** assumes no liability for data losses or data forgeries not caused by **moysig** that occur during the remote data transmission. **moysig** points out that, as is well-known, data integrity during remote data transmissions is at risk especially due to line faults or defective remote data transfer end devices. In the event of forgery, corruption or loss of data for which **moysig** is responsible, **moysig** shall undertake the work again at no extra cost if the customer – in the event customer data is concerned – makes the corresponding backup data available. Further claims from the customer are excluded.

### **C.8. Obligation to examine and give notice of defects, and acceptance**

#### **C.8.01**

The deliveries by **moysig**, including drawings, execution plans, projecting proposals etc. are to be checked by the customer for their usability and propriety immediately upon delivery.

#### **C.8.02**

Obvious deficiencies must be asserted against **moysig** in writing within six days of arrival at the destination with exact information as to the concrete complaints.

#### **C.8.03**

In the event of direct delivery of merchandise to third parties, the deadline for making a claim is extended to 7 days.

#### **C.8.04**

The customer must also give notice of a defect without delay once hidden deficiencies are discovered.

#### **C.8.05**

If the customer does not comply with the obligations stated under **C.8.01** to **C.8.04**, any warranty claims shall be excluded.

#### **C.8.06**

Upon request, the customer is obligated to **moysig** to give its formal acceptance.

#### **C.8.07**

The customer is obliged to confirm to **moysig** the correctness of the entries and the proper execution of the work on the acceptance certificate and the work certificate.

#### **C.8.08**

Complaints are to be noted in writing at this occasion on the acceptance certificate.

#### **C.8.09**

In the event of large-scale complaints, these are also to be elaborated upon in a further document.

### **C.9. Warranty**

The following warranty limitations do not apply for damages resulting in loss of life, physical injury or damage to health, that are due to an intentional or negligent breach of duty by **moysig** or one of **moysig's** statutory representatives or vicarious agents. It also does not apply if some other damage is due to criminal intent or to gross negligence.

#### **C.9.01**

The term of the warranty shall be for **12 months**. For immaterial breaches of duty or negligible deficiencies, any liability or warranty is excluded. In the event that the customer has a right to subsequent specific performance, **moysig** shall decide whether the subsequent specific performance shall occur through the removal of the deficiency or through the delivery of commodities or service free of deficiencies.

#### **C.9.02**

Work on commodities or services delivered by **moysig** or other services performed by **moysig** then only apply as work for the removal of deficiencies or subsequent improvement,

- if the deficiency has been expressly recognised by **moysig**
- or if notices of defect have been proven
- and if these proven notices of defect are legitimate.

Without these pre-conditions, such types of work are to be seen as special services.

#### **C.9.03**

Otherwise, repairs or replacement deliveries by **moysig** are also performed as special services if they do not occur expressly in recognition of a legal obligation.

#### **C.9.04**

In so far the work conducted or replacement deliveries made by **moysig** impede or interrupt the warranty period, such an impediment or interruption only relates to the functional unit affected by the replacement delivery or subsequent improvement.

#### **C.9.05**

The Buyer is to give **moysig** the required time and opportunity to undertake subsequent improvement and replacement deliveries owed as warranty. Only in urgent cases of risk to operational safety and to avert disproportionately large damages, where **moysig** is to be informed immediately, or if **moysig** is in default with the removal of a deficiency, does the Buyer have the right to remove the deficiency itself or have it removed by a third party and to demand compensation from **moysig** for the necessary costs.

#### **C.9.06**

In so far a subsequent specific performance to be performed at its choice after a number of attempts deemed reasonable on a case-by-case basis has not led to the removal of the deficiency, the customer is entitled to withdraw from the contract. At least three attempts of subsequent specific performance are considered reasonable. The number of attempts to subsequent specific performance, after which the customer has the right to withdraw, must refer to a specific functional unit of the subject of the agreement. Irrespective of whether or not the same functional unit of the subject of the agreement is affected, the customer has the right to withdraw if the number of individual deficiencies makes adhering to the contract unreasonable for the customer.

#### **C.9.07**

If **moysig** refuses a subsequent specific performance despite a corresponding right to subsequent specific performance existing on the part of the customer, the customer is immediately entitled to the right to withdraw.

#### **C.9.08**

The same shall apply if **moysig** has not undertaken a subsequent specific performance to which **moysig** is entitled within an appropriate grace period to be set by the customer.

#### **C.9.09**

The customer is only entitled to a reduction in price (abatement) if **moysig** agrees.

#### **C.9.10**

Any additional claims by the customer are excluded.

#### **C.9.11**

No warranty is assumed for damages for which **moysig** is not responsible. This includes, for instance, damages that occur for the following reasons: Inappropriate or improper use, faulty assembly or commissioning by the Buyer or by third parties, natural wear and tear, faulty or negligent treatment, inappropriate resources or replacement materials, faulty construction work, inappropriate site, chemical, electromagnetic, electrochemical or electrical influences, to the extent they are not attributable to the fault of **moysig**.

#### **C.9.12**

**moysig** shall not assume any warranty for components made available by the customer. Solely the customer is responsible for the suitability and quality of such components, unless expressly agreed to the contrary.

### **C.10. Damages**

#### **C.10.01**

The limitations of liability in these General Terms and Conditions do not apply for damages resulting from loss of life, physical injury or damage to health. Otherwise, the following provisions apply.

#### **C.10.02**

**moysig** shall only be liable for damages that **moysig**, a statutory representative or vicarious agent caused with criminal intent or gross negligence. Otherwise, liability is excluded.

Should **moysig** be obligated to pay damages, **moysig** shall only be liable for the direct damages, thus not for damages that did not occur to the delivery object itself, in accordance with the following provisions.

#### **C.10.03**

Liability for consequential damage resulting from a breach of duty, also within the context of an obligation for subsequent specific performance, is excluded.

#### **C.10.04**

The same shall apply to damages from tortious acts.

#### **C.10.05**

In expansion of the above-stated provisions, **moysig** is liable for damages that go beyond the damages to the delivery object itself only in cases of criminal intent and gross negligence as well as within the context of the product liability act and also for the lack of expressly warranted features, if this warranty was intended to safeguard the Buyer against damages that did not occur directly to the delivery object itself.

#### **C.10.06**

**moysig** is only liable for the contractually typical damages that can be reasonably foreseeable, unless there is a case of intent or gross negligence.

#### **C.10.07**

Even in the event of liability due to the breach of material contractual obligations, liability shall not extend to the replacement of consequential damages.

### **C.11. Blanket orders**

#### **C.11.01**

If orders on call are not called within four weeks after expiration of the call period, **moysig** is entitled to demand payment.

#### **C.11.02**

The same shall apply for blanket orders without an especially agreed call period, if four months have passed without call since the communication from **moysig** about the availability for shipment.

## **C.12. Storage / Delay in acceptance**

### **C.12.01**

If as an exception a limited storage of finished merchandise on the premises of **moysig** is expressly agreed or becomes necessary due to a delay in acceptance, **moysig** shall not be liable for damages that occur despite observation of all reasonable care.

### **C.12.02**

**moysig** is also not obligated to insure stored merchandise.

### **C.12.03**

Upon delay of acceptance, **moysig** is entitled to store the merchandise with a commercial storage facility at the risk and at the expense of the customer.

### **C.12.04**

In the event of storage with **moysig**, **moysig** can charge 0.5% of the invoice amount per month, however at least € 30.00 and a further € 25.00 upwards of each second full cubic meter of goods on a monthly basis.

### **C.12.05**

The two clauses stated above also apply in the event that the shipment is delayed at the request of the Buyer more than two weeks beyond the announced readiness for shipment.

### **C.12.06**

If the customer does not accept the ordered goods despite a time limit being set, **moysig** is entitled irrespective of the proof of actual damage to demand 25% of the agreed price as a lump-sum compensation, provided that the customer does not prove a lesser damage.

## **C.13. Reservation of title / Reservation of licence**

### **C.13.01**

All deliveries occur under reservation of title.

For software deliveries this means that the licence to the software is transferred under the resolutive condition of an authorised demand to surrender by **moysig** pursuant to **Clause C.13.04**.

### **C.13.02**

This reservation in addition to the following expansion shall apply until payment of all receivables from the business connection with the customer and until complete release from any contingent liabilities that **moysig** has entered into in the interest of the customer.

### **C.13.03**

Pledging of the delivery objects is not permitted.

### **C.13.04**

**moysig** is entitled to reclaim its reserved goods and software for cause, in particular in the event of default in payment against deducting exploitation proceeds. This reclamation does not represent a withdrawal from the contract. As soon as **moysig** demands that the customer return the software because, owing to some liability from the business connection or due to a release from contingent liabilities that **moysig** has entered into in the interest of the customer, the customer is in default, any licence with regard to this software shall expire, without this constituting a withdrawal from the contract. The prerequisite for this is that **moysig** has threatened reclamation and has set the customer a performance period of seven days. This fixing of a time limit can occur simultaneously with the reminder.

### **C.13.05**

If and to the extent that the goods taken back by **moysig** can be otherwise sold as new in customary business dealings, the customer shall owe 10 % of the invoice value as restocking fees without further proof being required. If a sale as new in customary business dealings is not possible, the customer shall owe an additional 30 % of the invoice value for depreciation without further proof being required. The customer retains the respective right to prove a lower percentage loss.

### **C.13.06**

**moysig** reserves the right to assert more extensive damages.

### **C.13.07**

The adaptation and processing of merchandise delivered by **moysig** shall always occur in the name of **moysig**, such that the merchandise to the exclusion of consequences of § 950 BGB remains the property of **moysig** in every adaptation and processing condition and also as finished merchandise. If the reserved goods are commingled with other objects also delivered to the exclusion

of the legal consequences of § 950 BGB, **moysig** shall acquire at least co-ownership in the new object in a ratio of the invoice value of the goods from **moysig** to the invoice value of the other processed objects.

### **C.13.08**

The customer herewith assigns in advance all claims from the further sale, the processing, the installation and any other exploitation of our goods to **moysig**. In so far objects are included in the products sold, processed or installed by the Buyer that are not the property of the Buyer and for which other suppliers have also agreed to reservation of title with a sales clause and advance assignment of future claim, the assignment occurs in the amount of the co-ownership share of **moysig**, which corresponds to the fraction of the claim, otherwise in full.

### **C.13.09**

The cancellation authorization remaining to the Buyer despite assignment expires through withdrawal, which is permissible at any time.

### **C.13.10**

If the value of the collateral to which **moysig** is entitled exceeds the claim by **moysig** against the Buyer by more than 20%, **moysig** is then obliged at the Buyer's request to release collateral in the corresponding volume at **moysig's** option.

## **C.14. Place of performance and delivery**

### **C.14.01**

The place of performance and delivery for services to be provided by **moysig** is always the premises of **moysig**.

### **C.14.02**

The place of delivery is the premises or the warehouse of **moysig**, in particular also then when **moysig** assumes the transport itself.

## **C.15. Jurisdiction and substantive law**

### **C.15.01**

For all disputes from transactions, which are based on these General Terms and Conditions, with traders, corporate bodies under public law and special funds under public law, Bielefeld is agreed as the exclusively competent court of law. Nevertheless, in this case **moysig** has the right to bring a suit against the business partner at its domicile.

### **C.15.02**

In the same way, only the law of the Federal Republic of Germany is authoritative. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other uniform legal systems is excluded.

## **C.16. Definitions**

### **C.16.01**

All headings in the **moysig** General Terms and Conditions serve only for easier legibility and have no influence on the meaning and interpretation of the individual provisions.

### **C.16.02**

Declarations such as those transmitted by fax, telex or email are also to be seen as written declarations of intent and knowledge in the sense of the **moysig** General Terms and Conditions.

### **C.16.03**

Delivery **deadlines** signify a point in time, whether a specific day or a calendar week or similar, on which the delivery is to occur.

Delivery **periods** signify the period of time within which a delivery is to occur.

Delivery time is the generic term for delivery deadlines and delivery periods.

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