

General Terms and Conditions of Quanmax AG

As on: November 1, 2010

1. Scope

These Terms and Conditions – hereinafter referred to as GTC – of Quanmax AG – hereinafter referred to as Quanmax – shall apply to all current and future supply of goods and services. Deviating terms and conditions are non-binding, even if not explicitly contradicted and if these deviating terms include their validity as an explicit condition, unless agreed in writing.

2. Offers and conclusion of contract

All offers made by Quanmax are subject to confirmation and not binding, unless otherwise specified in writing. The information quoted in the (advertising) media is always non-binding and subject to errors, changes and misprints. The contract shall be concluded on delivery of the goods or by a written confirmation. Ancillary agreements (e.g. test purchase) attain validity only through written confirmation. Details of technical data are binding only on express written confirmation for the respective transaction. Minor deviations from the product specifications are deemed to be approved, insofar as they are acceptable to the contractual partner. Documents relating to the offer such as illustrations, drawings, declarations of weight and measurement data and other technical data or information designate only the subject of the contract; they do not constitute any warranty of quality.

The contractual relationship shall be expressly agreed in writing, verbal ancillary agreements are not valid. Any silence on the part of Quanmax never constitutes consent or acceptance, even in case of close business relationships. All contracts and agreements concluded between customers and employees of Quanmax come into effect only with the condition precedent, that they are confirmed in writing by the company management within fourteen days.

Furthermore if the buyer keeps the device for the arranged probation period during a sale on trial or test installation, the purchase is considered closed. The full purchase price is calculated if Quanmax has especially mentioned this to the customer at the time of delivery or it is deferred to Quanmax immediately, at least however within a week upon request.

3. Delivery

Quanmax is free to choose the type of shipment and transportation. The customer is obliged to accept partial deliveries and related partial invoices at any time; all deliveries are made at the expense and risk of the buyer. The customer is obliged to report shipping damage and shortages in writing to Quanmax, no later than the next business day after receipt of the goods, in exclusion of other claims. Noticeable transport damages (such as a damaged box) are to be described in detail on the delivery receipt of the shipment, with loss of all other claims. The note "Accepted with reservations" is not sufficient!

Declared dates of delivery apply – except in case of fixed transactions – as estimated to the best of our knowledge and shall not entitle the customer to assert claims for damages. Damages for non-performance cannot be claimed by the contractual partner after the passing of a reasonable deadline, provided the delay is not based on intent or gross negligence. In this case, it is assumed that the delay is not the fault of Quanmax, and the burden of proof lies with the customer. Cases of force majeure release Quanmax from the obligation to deliver. The same is true for any unforeseen incidents and complications of delivery capacity on which Quanmax has no influence and of whatever nature (lack of raw materials, government action, etc.). In particular, this also includes the partial or total cancellation of delivery, for whatever reason, from an existing or proposed source of Quanmax. Quanmax is not obliged to buy the goods that are covered by contract from another source. If the customer has fallen into arrears with liabilities, the obligation to deliver lies with Quanmax.

In case of consumer transactions, it is agreed that Quanmax can deliver even 30 days after the submission of the order by the consumer.

4. Default of acceptance

If the customer does not accept the product, Quanmax is entitled, after fixing a reasonable time limit, to either rescind the contract or demand the purchase price and damages due to non-fulfilment. Quanmax reserves the right to deduct transport charges for the storage of goods or the rescinded business transaction, in case of non-acceptance.

5. Prices

The respective daily prices quoted ex works including freight, packaging, insurance and assembly valid on the day of order shall be charged. In case of a change in exchange rates between conclusion of contract and delivery at the expense of Quanmax, Quanmax is entitled to adjust the prices accordingly. Quanmax is entitled to demand prepayment and deposit.

6. Payment

The purchase price is to be paid in advance, on delivery (cash on delivery) or latest by the date mentioned in the invoice. If this date is exceeded, Quanmax is entitled to charge default interest according to the usual bank overdraft. In the event of delayed payment, the customer is obliged to refund all the costs incurred by Quanmax through collection agencies or lawyers. If the financial situation or creditworthiness of a customer worsens, or in the event of delayed payment, Quanmax is entitled to immediately declare all outstanding debts payable, including bills of exchange or debt with a later maturity date and withdraw immediately from contracts or continuous contractual obligations that are not yet or partly fulfilled. Further, in this case, Quanmax is entitled to demand the return of all goods that are not fully paid for, excluding any rights of retention of the customer. A flat sum of at least 25% of the purchase price can be demanded for the rescinded transaction without separate proof. The customer is not entitled to exclude the claims of Quanmax with counterclaims. Quanmax is entitled to offset liabilities to affiliated companies.

7. Retention of title

The goods delivered to the customer shall remain the property of Quanmax until all claims and interests associated with them have been honoured and the claims for related costs are enforced. This also applies to claims and/or interests and incidental costs from previous business transactions. The assertion of the reservation of title does not count as rescinding the contract and does not annul any liabilities of the customer whatsoever, especially the payment of the purchase price.

For as long as the retention of title is enforceable, the goods may not be sold, processed, assigned, pledged as security, or otherwise disposed off to third parties. If however, the goods are sold without assigning the title to a third party, then the purchase price to be paid at the time of sale to Quanmax is ceded (cession of securities/extended retention of title). The buyer is obligated to keep such proceeds separate and submit them to Quanmax immediately. Furthermore, the buyer of goods owned by Quanmax is obliged to insure them adequately against loss or damage at his own expense. The buyer shall notify Quanmax in writing within three days, in case the goods are seized or confiscated or in case of any other event infringing on the retention of title. The buyer shall share all the information required for enforcing the title and bear the costs incurred for enforcing these rights.

If the customer keeps goods subject to retention of title in the premises of a third party, he has to ensure selling rights by contract – especially entry and access to the devices and billing by the seller – against third parties and to take it up upon request of written proof. If the seller has ownership rights by contract, she can also claim the provision from automats, including collection from installation locations (collection demand), in case of justified demand for return of the delivered goods. The customer is entitled to completely or partially assign the seller's claims upon request from the installation contract. After receiving the collection demand, the customer is obligated to meet all safety measures to prevent an otherwise unauthorized billing of the device. This may also include the return of all keys. After receiving the collection demand, the customer immediately provides the seller a complete list of installation locations. The seller is authorized to transfer the collection rights to third parties. The preceding shall apply as well if the buyer is not a merchant; he however uses the goods for commercial purposes.

8. Warranty

Quanmax guarantees for a period of twelve months from the date of delivery, that the delivered devices shall, under compliance with any operating and maintenance instructions and storage and commercial use under normal conditions, exhibit the agreed characteristics. With regard to pixel errors in LCD monitors, Class II of the ISO norm 13406-2 shall apply as the agreed quality standard, if no other technical features are offered or if agreed in writing upon conclusion of the contract. The warranty period is neither extended nor interrupted by improvements, improvement attempts, addition of missing things etc. The assertion of warranty claims after the expiry of the warranty period, including concealed defects, is excluded. The warranty does not apply to used goods. Examination and claim obligations as per §377 and 387 UGB are valid for traders. The latter are obliged to inspect the goods immediately on delivery and notify any defects in writing latest by the eighth day after the delivery of the goods, in case of any exclusion of liability. However, this period is not valid for transport damages and shortfalls – see above (Point 3). A complaint does not justify the withholding of outstanding invoices.

Only the direct customer is entitled to warranty claims; such claims are not transferable and are maintained only if the customer falls into arrears with payments not related to the defect in an economically viable ratio. If the contractual party resells the goods acquired from Quanmax to another end user, Quanmax or a service partner of Quanmax, in the name of and for the contractual partner as its vicarious agent, can provide – for instance, in the service and repair card enclosed with the device – that any warranty claims asserted by the end user are settled directly with the end user. This does not entitle the end user to a direct claim against Quanmax.

Warranty claims require that the customer should request for an RMA number, either from the service department of Quanmax or from the concerned service partner of Quanmax by providing proof of purchase (invoice) of the device corresponding to the serial number and notifying the error in writing and then deliver the rejected goods to Quanmax/the service partner while clearly mentioning the RMA number on the package, deliver carriage paid or if pick-up service is agreed, keep it ready for collection. If it is established that there are no defects or that other information affecting the warranty was incorrect, Quanmax is entitled to charge a corresponding processing fee. If the complaint is justified, Quanmax has the right to meet the customer's warranty claims by improvements, addition of missing things, price reduction, exchange or return with refund of the purchase price. If goods are returned six months after delivery, any refund of the purchase price to the customer is after deducting the appropriate amount in lieu of the usage benefits for the customer. Quanmax is free to choose the location for improvements. The customer is obliged to return the goods free of cost to Quanmax at the latter's request – unless otherwise agreed – in order to carry out the improvement measures. Fault elimination by an external company is permitted only if, Quanmax, wrongly and despite setting a reasonable grace period, expressly rejects the removal of defects. Other warranty claims do not apply.

It should be noted that, for products such as wear parts, particularly batteries or components whose lifespan is usually assumed at the above mentioned or legally stipulated period of warranty, warranty claims do not apply during the entire warranty period. For the same reasons, warranty claims regarding the picture quality of LCD displays are no longer accepted after twelve months from delivery. Damage caused by improper handling, wear and tear or unusual external influences (moisture, heat, cold) as well as modifications or attempts to remedy faults by the customer or by third parties, the use of prohibited software, and operation with equipment whose compatibility is not guaranteed in writing by Quanmax, are expressly excluded from any warranty, guarantee and/or damage claims. Quanmax makes no warranty as to the compatibility of the delivered goods with other hardware and software products. Moreover, Quanmax is not obliged to provide any warnings or information in this regard. Quanmax is not liable for loss of data – for instance, during warranty processing – and the customer has to secure his data himself.

Used goods are sold as seen and are not covered by any warranty, unless otherwise agreed in writing

9. Liability | Exclusion of recourse

For damages suffered by a customer during the business transaction, such as in connection with the delivered goods, the handling of warranty or guarantee repairs, Quanmax is liable only for its own wilful or gross negligence and intent or gross negligence of vicarious agents of Quanmax. Personal injury and product liability claims are excluded from these liability limitations. Any claims arising out of the Product Liability Act or other laws derived from product liability claims are excluded for material damages to objects used by companies (§ 2 PHG). Traders are obliged to impose on their customers, the exclusion of liability for corporate material damages in accordance with the PHG, including these provisions, in case of resale of goods. In case of absence of such an imposition, the customer is obliged to hold Quanmax free and harmless and refund the costs associated with liability claims. If the customer is himself held liable under PHG, he shall expressly waive any recourse claims on Quanmax.

Recourse claims of a contractual partner, who provides warranty to a customer as a trader, are excluded.

Quanmax is not liable for compliance with legal provisions during operation of delivered products. The customer is solely responsible for obtaining necessary official permits.

10. Guarantee and service repairs

Services over and above the legal warranty, such as pick-up or onsite service under a manufacturer's warranty, require explicit written agreement. Such guarantees, if agreed and unless stated otherwise, are provided only in Austria and Germany and only under the conditions laid down by Quanmax (also see Point 8).

If an estimation of costs is desired prior to the execution of a paid service repair, the costs for preparing such an estimate are to be paid by the customer. Repaired goods are handed over only against cash payment (cash on delivery).

Any response times are agreed on an approximate basis only and may differ in certain cases (e.g. hard to reach locations, unavailability of spare parts). Agreed response times are not valid for spare parts/components that are not required for maintaining the functioning of the product (e.g. cosmetic repairs etc.). In general, warranty by Quanmax shall not apply for: streamers, products whose serial number sticker or name plate is removed, software and drivers from third parties, pixel errors in LCD and notebook monitors within the agreed error class (see above), signs of wear on disks, LCD backlights or picture tubes, devices with removed or broken warranty seal, cosmetic damages by any external influence, operating errors or viruses and other such damages.

11. Consumer's right of withdrawal in case of distance selling

If goods are bought in the form of distance selling, customers who are consumers in terms of consumer rights can revoke their declaration of intent within 14 days without statements of reasons in text form (e.g. letter, fax, email) or - if they received the good before expiry of the term – by returning the good. The period begins upon receipt of this notification in writing, but not before receipt of the goods at the receiver (in the recurring supply of similar goods before receipt of the first partial delivery) and also not meeting our information requirements pursuant to article 246 § 2 in conjunction with section 1 Para 1 and 2 EGBGB as well as our obligations under Section 312e para.1 sentence 1 in conjunction with article 246 § 3 EGBGB or the representational Austrian legislation. The cancellation period is observed by the timely sending the withdrawal notice or dispatching the goods. The withdrawal must be sent to: Quanmax AG, Industriezeile 35, A-4020 Linz, Telephone +43 732 7664 – 0, Fax +43 732 7664 – 801, email kontakt@quanmax.ag.

As far as nothing else is agreed, the right of withdrawal does not apply to distance contracts (1) for supply of goods which are manufactured as per customer specification or which are simply tailored to individual needs or which are not suitable for return because of their appearance and workmanship or goods which can quickly decay or whose expiry date has passed, (2) for supply of audio and video recordings or software if the seal of the delivered data carrier has been broken by the customer, (3) for supply of newspapers, periodicals and magazines, unless the customer has given his declaration of intent by telephone, (4) for service delivery of gaming, betting and lottery services, unless the customer has given his declaration of intent by telephone, (5) which have been closed in the form of actions, (6) which involve the supply of goods or the provision of financial services whose prices are subject to fluctuations in the financial market over which the company has no influence and which can occur during the cancellation period, especially services in connection with shares and stocks issued by an investment company or by a foreign investment trust and other negotiable instruments such as securities, foreign currencies, derivatives or money market instruments or (7) for provision of telecommunication services which are provided in an instance by telephone or fax at the instigation of the customer, as long as it is not concerned with financial services.

Consequences of withdrawal: In the event of effective withdrawal, any mutually received benefits are to be refunded and possible benefits derived (e.g. interest) to be returned. If the customer is unable to return the rendered service either in full or in part or only in deteriorated condition, Quanmax may be liable to pay compensation in this respect. This does not apply if the relevant impairment of the goods is due to the simple trial use of the product, which the customer would have reasonably been able to conduct in a store. The customer can avoid having to pay compensation for the worsened condition of goods which is the result of goods having been used as intended by not using the goods as if they belonged to him and by not doing anything which may affect their value. Goods returned by customers in Germany which can be shipped should be returned at the risk of Quanmax. In other cases, the customer shall bear the risk of transport. The customer shall bear the cost of reshipment if the delivered goods match the ordered goods. If the cancellation affects a delivery to a consumer in Germany, the customer shall bear the cost of reshipment only if the price of the returned goods does not exceed an amount of 40 Euros or if in case of a higher price of the goods, he has not yet performed the service in return or any partial payment as agreed upon by contract the time of cancellation. If not, the reshipment is free of cost for such customers. Quanmax shall collect goods which cannot be shipped from the customer. Obligations of reimbursing payments must be met within 30 days. The time limit shall begin for the customer after sending the cancellation notice or after returning the goods, for Quanmax, with their receipt.

12. Notes on return of goods

It is to be ensured that during the course of the reshipment, the goods are packed sufficiently for transport (ideally, for example, in the original packing) and if this provision is not adhered to, the sender is liable for damages. We further recommend requesting a return consignment number before the reshipment to ensure a possibly fast and complete transaction.

13. On-site purchase on the online collection center

Quanmax offers e-commerce buyers the opportunity to order or purchase goods from an online retail partner's (also called "online collection center") and to pick them up on-site from the online retail partner's registered office. In this case, the online retail partner is the exclusive contracting partner of the customer from who the customer buys and collects the goods and who charges the customer for the goods ordered online. In this context, Quanmax is only a broker. All agreements and declarations in connection with an order at the online collection center apply exclusively between the customer and the online retail partner, even if such declarations of intent are communicated to the customer on behalf of and in the name of Quanmax's online retail partner – for instance through automated messages of the Quanmax e-commerce ordering system. Quanmax obliges such online collection center partners to comply with the relevant consumer protection act.

14. Re-export of products

If goods are exported, the customer is obliged to arrange for any export approvals, customs documents etc. independently and at his own expense. The customer is also obliged to return all export and customs documents and the like to Quanmax, in case of other obligations such as debts incurred to pay sales tax. Any customer who exports products, technology or technical data, particularly devices – in processed or disassembled form – is obliged to comply with the applicable laws and regulations and obtain the necessary export and/or import authorizations at his own expense. This obligation is to be imposed on all domestic customers with the continued obligation of transferring it to all other domestic customers.

15. Data privacy

The customer expressly agrees that his company and personal data (name, title, address, date of birth, profession, email address, telephone number) may be stored and processed electronically for administrative purposes and also if this does not serve the contract fulfillment. The customer especially agrees to process his personal data (name, title, address, date of birth, profession, e-mail address, telephone number) for the purpose of selection in the customer files and to be informed about new products and services from Quanmax by e-mail or newsletter. Furthermore, the customer gives his express approval to transfer his personal data to third parties whose assistance is integrated in the order processing, for example transportation companies or service partners, or who provide additional services with which the acquired good is linked, for example, telecom providers or TV providers for the purpose of collection and processing. Data is not transferred to other third parties, unless obligated to or expressly permitted by legal and regulatory requirements. In addition, the respective data protection regulations shall apply.

In this regard, Quanmax will adhere to all data protection regulations and any wish of the customer to not use the data for direct marketing. The declaration of consent can be revoked at any time in writing by letter addressed to Quanmax AG, Industriezeile 35, A-4020 Linz or by email to kontakt@quanmax.ag.

16. Jurisdiction, place of performance and applicable law

The exclusive place of performance of the purchase contract is Linz. The locally competent court in Linz shall be the exclusive place of jurisdiction for all disputes as agreed. And on Quanmax's choice, also Frankfurt am Main for contractual partners having headquarters outside Austria. Quanmax is also entitled to institute legal proceedings at other courts. All business transactions shall be governed exclusively by Austrian laws to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Should individual provisions of this General Terms and Conditions be or become invalid, for instance under other agreements, this shall not affect the validity of the remaining provisions. Instead, the wholly or partially invalid provision shall be replaced by a valid provision coming as close as possible to the economic purpose of the invalid provision.

17. Different provisions for consumers

This GTC is valid for consumer businesses only insofar as it does not contradict mandatory consumer rights provisions. In particular, statutory warranty provisions, stipulating a warranty period of 24 months in case of movables, statutory provisions of the place of jurisdiction as well as other applicable consumer rights provisions shall apply for consumers.

18. Recognition and modification of the GTC

Quanmax is entitled to change the GTC and inform customers about the modification via e-mail. If the customer does not object to these changes in writing within a period of 10 days from receipt, the new GTC will be deemed as accepted and agreed by the customer

I acknowledge the above-mentioned Terms and Conditions of Quanmax in their valid version, which serves as the basis for all business transactions

Date and company signature