

1 Object of the Contract

- 1.1 The character and capabilities of the hardware and the approved operational environment are derived from the relevant product description as well as from the user manual unless otherwise agreed.
- 1.2 The hardware is supplied with installation instructions. Operating instructions (user documentation or online help) are supplied only insofar as is necessary for the intended use. The operating instructions and installation instructions may also be provided to the Customer electronically, unless this is unacceptable to the Customer.
- 1.3 If supply of the hardware includes software which is indispensable for it to function, the Customer receives the right to use the software only with this hardware. Other software is subject to separate provisions.
- 1.4 The hardware shall be installed and put into operation by the Customer. The Provider may carry out installation instead of the Customer. All support services by the Provider at the request of the Customer (especially application engineering, installation and proof of successful installation, briefing, training and consulting) shall be remunerated on the basis of the work involved unless otherwise agreed.

2 Provision of Services and Price

- 2.1 Any agreement of delivery on a specific date is subject to the proviso that the Provider is himself supplied by his respective suppliers in good time and in accordance with contract.
- 2.2 Prices apply for one month from the calendar date of the offer. The Provider may thereafter – until one week before delivery at the latest – pass on to the Customer increases in the list prices of his suppliers. If the price increase exceeds 5%, the Customer may withdraw from the contract up to the time of delivery but at the latest one month after notification of the price increase.
- 2.3 Risk passes to the customer directly from the delivering plant. The customer transports the hardware completely at his own expense and exempts the Provider from all transportation and handling costs.

3 Customer Obligations

- 3.1 The customer shall provide the necessary conditions for operation and use of the hardware (e.g., room, electrical power and climate control). The necessary conditions are described in the contract or, insofar as they are not stated therein, in the product description or operating instructions.
- 3.2 Within the parameters of the necessary support, the Customer must in particular allow the Provider free access to the hardware installation site, provide an adequate scope of the necessary working materials there and supply all relevant information (e.g., regarding operating conditions or modifications to the hardware).
- 3.3 The Customer is responsible for compliance with the statutory and contractual regulations with regard to the export of the hardware supplied.

4 Warranty / Claims for Defects

- 4.1 The Provider warrants that the hardware, when used according to contract, complies with the agreements in 1.1.
The limitation period for claims relating to defects begins upon delivery or, if the Provider carries out installation, upon completion of the installation.
For defects of title, Section 5 of CONET's General Terms and Conditions (AV) also applies.
For material defects and/or defects of quality, Section 4 of CONET's General Terms and Conditions (AV) also applies in accordance with the following regulations 4.2 - 4.4.
- 4.2 The Customer can make claims for defects only if reported defects can be reproduced or otherwise proven by the Customer. With regard to the notification of defects, item 2.3 of CONET's General Terms and Conditions (AV) applies in particular.
- 4.3 If the Customer has justifiable claims for defects, he is at first entitled only to subsequent performance within a reasonable period of time. According to the Provider's choice subsequent performance shall consist either of rectification of defects or delivery of replacement hardware. In making his choice, the Provider shall take the Customer's interests sufficiently into consideration. Ownership of parts replaced in the course of subsequent performance passes to the Provider.
- 4.4 If subsequent performance is unsuccessful or cannot be carried out for other reasons, the Customer may in accordance with the provisions of the law reduce the remuneration, withdraw from the contract and/or – within the parameters of Section 6 of CONET's General Terms and Conditions (AV) – demand compensation for damages or reimbursement of expenses.
If the Customer withdraws from the contract, the Provider shall take back the hardware and refund to the Customer the remuneration paid by him, minus the value of the possibilities for use provided to the Customer, up to a maximum of the usual sales value of this hardware at the time of its return. The value of such possibilities for use is calculated, as a general rule, on the basis of declining-balance depreciation over a three-year period of use. Both contractual parties reserve the right to prove a longer or shorter period of use.
For compensation for damages or reimbursement of expenses, Section 6 of CONET's General Terms and Conditions (AV) applies in particular.
Any right of choice the Customer has with regard to these claims for defects shall be exercised by him within a reasonable period of time; as a general rule within 14 calendar days.

5 Applicability of CONET's General Terms and Conditions (AV)

CONET's General Terms and Conditions (AV) apply on a supplementary basis.