

General Terms and Conditions – BUSINESS OWNERS -

Future-Shape GmbH (FUTURE-SHAPE) uses the attached general terms of delivery for products and services provided by the electrical sector ("Grüne Lieferbedingungen" – Green Terms of Delivery) of the German Electrical and Electronic Manufacturers' Association ZVEI (Version: June 2011) as well as the supplementary clause: *Erweiterter Eigentumsvorbehalt* (Extended retention of title) (Version: June 2011) and ZVEI's software clause in terms of surrender of standard software as part of a delivery (Version: July 2004) as the basis for its contracts with companies in terms of § 14 BGB (German Civil Code) (all ZVEI provisions hereinafter referred to as GL). These terms of delivery (GL) can also be viewed and downloaded at <http://www.future-shape.de/de/intern/agb>. These GL are supplemented by the following payment agreement as well as the following data protection declaration. This payment agreement and this data protection declaration take priority over the GL:

§ 1 Prices and payment

- (1) The prices apply to the scope of services and scope of delivery listed in order confirmations. Additional or special services are calculated separately. All prices are indicated in EURO and are ex-factory plus packaging, statutory VAT, and in the case of export deliveries plus customs duties, fees and other public charges. The recipient is responsible for all transport and dispatch costs incurred.
- (2) Invoiced amounts must be paid within 14 days without deduction to the extent that no other written agreement has been reached. Payment is considered to have been effected on receipt by the seller. Cheques are only considered as payment once they have been honoured. Where the client does not submit payment by the due date, interest at a rate of 8% p.a. shall be due on all outstanding amounts from the date of default. The right to apply higher rates of interest and to claim additional damages in the event of default remains unaffected. Payments may only be made directly to FUTURE-SHAPE, and not to representatives, third parties or companies.
- (3) Offsetting of counterclaims by the client or retention of payments due to such claims is only permitted to the extent that the counterclaims are uncontested or have been determined to be legally binding.
- (4) The seller is only entitled to perform or provide outstanding deliveries or services on advance payment or surety if after conclusion of the contract the seller becomes aware of circumstances that could significantly impact on the creditworthiness of the client, and on the basis of which outstanding claims by the seller in terms of the client in the contractual relationship in question (including other individual contracts connected to the same framework contract) are at risk.
- (5) To the extent that the prices agreed are based on the list prices of the seller, and the delivery is to be performed no sooner than four months after conclusion of the contract, list prices valid at the time of delivery shall apply (in each case excluding an agreed percentage or fixed discount).

§ 2 Data protection

The CUSTOMER is aware that FUTURE-SHAPE stores data from the contractual relationship pursuant to § 28 of the Federal Data Protection Act for purposes of data processing, and that it reserves the right to forward the data to third parties (e.g. insurance companies) where this is required for fulfilment of the contract.

- (1) We hereby point out that the products of FUTURE-SHAPE do not convey data to third parties without the use of appropriate equipment. The products of FUTURE-SHAPE do not store any personal data.
- (2) However, should an end user use appropriate equipment such as a fixed network telephone system with emergency call function or a GSM dialler by means of which an emergency SMS is sent to a mobile phone number stored by the end user, for example, all personal data required for the purpose of making use of these functions of these accessory devices is forwarded to third parties.

Forwarding to third parties

- (3) FUTURE-SHAPE would like to point out that personal data required for the purpose of making use of the functions of the accessory devices is forwarded to third parties by means of these accessory devices.

Please take note of the instructions for use, and safety and disposal notes included with the products; the instructions are also available for download at www.future-shape.de

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