

1. Scope of general terms and condition, Definitions

All contracts and agreements entered into by DEVIL AG – herein-after referred to as DEVIL – shall exclusively be governed by these general terms and conditions.

General terms and conditions of the customer shall not become part of the agreement. Such terms and conditions shall only be agreed upon written confirmation by DEVIL but shall not be deemed incorporated into future agreements.

2. Prices, Verification of invoices

All deliveries are made to the agreed prices. Should no price be explicitly agreed upon, the current price list of DEVIL as advertised on the internet shall be binding. For the sake of clarification, "price list" shall mean the prices available on the internet in the exact minute of order. Payment is due upon reception of invoice without any deductions.

All prices are exclusive of VAT. VAT will be added in the amount applicable by law on all prices.

The customer is obliged to verify any invoice in due course. Complaints made more than six weeks after reception of the invoice shall not be honoured.

3. Conclusion of Contracts, Confirmation of E-Commerce Orders

Any order of customer constitutes a binding offer for the conclusion of a sales contract. DEVIL will accept or decline this offer no later than seven days after reception of the order. Acceptance may also be declared by delivery of the goods.

For any orders received by electronic means, DEVIL will confirm reception of the orders immediately. This confirmation does not constitute an acceptance of the order. The text of any order by electronic means will be archived. Upon the demand of the customer, DEVIL will provide a copy of such electronic order by E-Mail.

4. Transfer of risk

The customer shall bear the risk of any involuntary loss of the goods as from the place of performance. This shall also apply if the goods are delivered to any place other than the place of performance.

5. Defects, Warranties

DEVIL warrants all sold goods in accordance with applicable law, unless otherwise stated in these terms and conditions. DEVIL does not accept any warranty obligation for damage in cases of unsuitable or improper use or natural wear and tear.

a. Any declaration of specific properties of the goods and the acceptance of any guarantee shall only be binding if explicitly confirmed by DEVIL in writing.

Except for the product description given to the customer by DEVIL, no public declaration, appraisal or advertising by the manufacturer or a third party shall constitute a contractual description of or agreement on quality and condition of the goods.

b. The warranty period is two years. This period shall commence upon delivery of the goods. A diverging warranty period may be agreed upon in individual cases – in particular in case of special campaigns. DEVIL will refer to such diverging warranty period in its offer to the customer at the latest.

DEVIL shall not be obliged to any warranty for defects that were not reported in time (see § 8).

c. In deviation from § 439 Abs. 1 BGB DEVIL supplies warranty at their discretion by remediation of the defect or delivery of a faultless item in exchange for the defective item delivered. Remediation will in most cases cause disproportionate high cost (§ 439 Abs. 3 S. 1 BGB) Therefore, DEVIL will generally choose subsequent delivery of a faultless item.

Generally, exchange of the defective items shall take place within a period of 30 days. (Reasonable time for subsequent delivery) The customer accepts that a longer period for exchange may be required depending on market condition and availability.

Availability may be restricted because of technological advancement. Therefore DEVIL shall be entitled to fulfil its obligation of subsequent delivery by delivery of items of the same or better quality – regardless of the manufacturer – , as far as these items are of identical function considering their specifications.

d. If the customer chooses to rescind from the sales contracts in case of a failure of remediation of the defect, any further claims for compensation shall be barred.

e. Assembly of computer hardware requires special knowledge. Possible written instructions provided with the goods are a service to the customer, but shall not be considered as part of the legal obligation of DEVIL. Written instructions may exist in foreign languages or may not exist at all.

If delivery of a written instruction is exceptionally agreed as a contractual obligation and such instruction bears a fault of any kind, DEVIL shall only be obliged to subsequent delivery of a faultless instruction. This obligation shall however apply only if the defective instruction prevents proper assembly of the goods.

f. In addition to this DEVIL shall transfer upon the request of customer any further claims against its supplier to the consumer.

g. In case of the customer's rescind from a contract, DEVIL shall be entitled to a compensation of 1/1000 of the net purchase price for every day the goods were used. The customer shall be entitled to prove a lower value of the use.

h. Every replacement of goods shall be undertaken under the condition of the later billing of repair cost and/or testing fees where justified. Such fees will especially be billed in cases of a warranty repair if no fault is in existence, the fault is due to an unjustified interference with the product, the conditions of a warranty repair are not fulfilled as well as in similar situations.

6. Notification of Defects

The customer is obliged to examine the goods immediately upon reception. In case of any defects he must notify DEVIL immediately. All defects must be described fully and confirmed in writing on the bill of lading.

In case of any complaint the consumer has to carry out in time all necessary measures including a full written description of all facts of the case.

In addition to these checks, the consumer is obliged to verify the goods in regard to quantity, kind and quality

immediately upon reception. Obvious defects must be notified to DEVIL within three days after delivery. Other defects must be notified to DEVIL no later than one week after discovery,

7. Limitation of Liability

In case of minor negligence, the liability of DEVIL shall be limited to the average foreseeable damages. The same shall apply in case of minor negligence of any employees or agents of DEVIL. DEVIL shall however not be liable for minor negligence in case this negligence constitutes a breach of non-essential contractual obligations.

The limitation of liability is not applicable in cases of any liability for intentional acts or gross negligence by DEVIL or its agents or if the damages are due to the lack of any material property which has explicitly been guaranteed in writing if the customer was to be protected against such damages by the guarantee.

The limitation of liability shall not apply in cases of minor negligence of DEVIL or any of its agents, where liability is mandatory by law. The limitation of liability is not applicable for damages to the body, health or the loss of life of the customer.

Any obligations by DEVIL under the Produkthaftungsgesetz (product liability law) shall remain unaffected..

8. Retention of title for sales to non-consumers

DEVIL retains title in all goods delivered to the customer until full payment of all claims against the customer out of the business relationship.

The retention of title shall persist even if individual purchase prices have been paid by the customer as the retention of title shall secure all obligation of the customer out of the business relationship.

The customer may sell goods for which title is retained in due course of business. He is not entitled to any other actions in regard to the goods, such as transfer of title as a security or granting of a lien on the goods.

The customer hereby assigns all claims against its customer from the sale of any goods for which title is retained up to the full amount of customer's obligation out of the business relationship to DEVIL. DEVIL accepts this assignment.

Should the goods for which title is retained be sold together with other goods at a batch price, the assignment shall be split in accordance with the individual value of the sold goods.

The customer shall until further notice be entitled to claim all assigned claims against the final customer provided he has duly fulfilled all payment obligations against DEVIL.

Until full payment of all obligations of the customer out of the business relationship, any further action in regard to the assigned claims shall only be allowed against payment of the received funds to DEVIL. DEVIL may revoke customer's right to claim the assigned claims if serious doubts regarding the creditworthiness of the customer arise.

In the case of payment default of the customer, the right to claim the assigned claims is revoked automatically. The customer is obliged to name the final customers and provide all information or documentation required or demanded by DEVIL upon demanded of DEVIL – especially in the case of a revocation of the right to claim the assigned claims .

The reservation of title shall automatically lapse upon full payment of all obligations of the customer to DEVIL out of the business relationship.

Should the value of the claims assigned to DEVIL exceed 120% of customer's obligation towards DEVIL, DEVIL will reassign such excess claims to the customer upon his demand.

In case of payment default of the customer or application for insolvency proceedings the customer shall no longer be entitled to the sale of goods for which title is retained. In this case he is obliged to store these goods separately and provide for appropriate marking. In such case, all payments on claims assigned to DEVIL must be made to a separate account.

9. General rules governing retention of title

In cases of serious doubt regarding the creditworthiness of the customer or application for insolvency proceedings, DEVIL shall without further notice be entitled to claim all goods for which title is retained to the extent that these are deemed required to fulfil all obligations of customer from the business relationship..

In this case DEVIL shall be entitled to enter the premises of the customer in which the goods are stored and claim these goods. This rights extends to all premises of a third party where the goods are stored. The customer is obliged to take all necessary measures to ensure access to such premises. All cost of reclaiming the goods is borne by the customer.

10. Transfer of rights and obligation

All rights and obligations may not be transferred to a third party by the customer without the written approval of DEVIL. Should however the transfer of such rights be valid under § 354 HGB (Commercial Code), the right of DEVIL to set off claims against the transferor against the transferee shall remain unaffected.

11. Data Protection

In accordance with § 26 BundesdatenschutzG the customer is hereby informed, that all data in connection with the business may be stored both by DEVIL and by other companies DEVIL may cooperate with.

12. Place of Performance, Place of Jurisdiction, Miscellaneous

Place of performance is Braunschweig, Germany. All contractual relationships between the parties shall be governed exclusively by German law including CISG but excluding the conflict-of-law rules.

The courts of Braunschweig, Germany shall have exclusive jurisdiction for all disputes arising in connection with the contractual relationship of the parties.

If any of these terms are or shall become ineffective, the remaining parts shall remain effective. Any ineffective clause shall be replaced by a suitable clause, which shall, as closely as possible, correspond to the intentions of the parties at the time when the ineffective term was agreed upon.