

General Terms and Conditions

for deliveries and services of CE Expert Thomas Lorenz

1. Scope of application

The following provisions shall apply in the event of a legal transaction concluded between CE Expert Thomas Lorenz (hereinafter referred to as “CE”) and a customer. CE supplies the customer with, among other things, printed works, software, image and sound recordings and other content on data carriers and via online applications as well as electronic access to content and/or a combination of the aforementioned products (hereinafter referred to as “PRODUCTS”). The following terms and conditions replace all previous versions of general terms and conditions agreed with the customer. If the following terms and conditions and the terms and conditions attached to the products contradict each other, the attached terms and conditions shall take precedence. In the case of contracts for continuous deliveries, the following terms and conditions shall apply to all subsequent deliveries, even if CE does not refer to them. Deviating conditions of a customer which CE does not expressly recognize in writing are not binding for CE, even if they are not expressly contradicted.

2 . Deliveries and prices

The prices are net, ex works, plus postage and packaging in the case of delivery of goods, plus statutory VAT. In the case of a contract for the continuous purchase of products, CE is entitled to base the contract on its current prices at the end of each period or delivery.

3. Contract extension and termination

The term and notice periods of the individual contract are determined by the respective information in the ordering process.

4. Retention of title

CE retains title to the relevant deliveries until the invoice has been paid in full. If the customer is a dealer, he is entitled to sell the products to third parties in the ordinary course of business. The dealer assigns the purchase price claims from

these resales to CE up to the amount of the respective gross price invoiced by CE.

5. Prohibition of set-off

The offsetting of claims of the customer against claims of CE is excluded, unless these claims are legally enforceable.

6. Warranty

The limitation period for warranty claims is 1 year, in the case of a consumer goods purchase of newly manufactured goods 2 years. CE only warrants that the product is free from defects at the time of delivery which nullify or significantly reduce the value or suitability of the product for its normal use or the use assumed under the contract. CE accepts no liability for defects caused by improper use or non-compliance with documentation. The warranty right also expires in the event of intervention or other manipulation of the product by the customer or third parties commissioned by the customer.

7. Limitation of liability

The liability of CE, e.g. for loss of profit, loss of data, interruptions or errors in the operation of a machine or system, regardless of the legal grounds, is excluded. This also applies to the personal liability of employees, representatives and vicarious agents. The above limitation of liability shall not apply if the cause of damage is based on

- intent,
- gross negligence on the part of the owner/employees
- culpable injury to life, limb or health
- fraudulent concealment of a defect

is attributable. Furthermore, it does not apply to claims arising from the Product Liability Act and to claims arising from initial incapacity or impossibility. If CE negligently breaches a material contractual obligation, the obligation to pay compensation shall be limited to the typically occurring damage.

8. Use and content of documentation

CE endeavors to always prepare documentation in accordance with the latest findings. Its correctness and freedom from content and technical errors is expressly not guaranteed. The selection of documentation and its application and use are the sole responsibility of the customer.

9. Copyrights and scope of use

CE grants the customer a simple right of use to the delivered documents and services for his own use only. The customer may reproduce the delivered service for the purpose of the actual purpose and for necessary backup purposes.

10. Data protection

CE guarantees that the data transmitted by the customer is adequately secured according to the current state of the art. However, due to the provision of the service via the Internet, external influence on the system environment cannot be ruled out.

11. termination of the contractual relationship

CE has the right to block access to documents and to terminate contractually agreed activities in the event of serious breaches of contract by the customer and default of payment.

12 Access data and passwords

The customer undertakes to treat the access data provided and the passwords set up for this purpose as strictly confidential and with the utmost care.

14. Data maintenance

For products that are made available online, the responsibility for the content and maintenance of the data provided by the customer lies with the customer. In this respect, CE is under no obligation to check the customer's data for conclusiveness or correctness; any liability for the content is expressly excluded. The customer is solely responsible for compliance with all tax and accounting obligations.

15 Application of law, place of jurisdiction, final provision

The law of the Federal Republic of Germany shall apply exclusively. The place of performance is Offenbach. Amendments to the contract must be made in writing. Should parts of the contract be wholly or partially invalid, this shall not affect the validity of the remainder of the contract. In this case, the contracting parties undertake to replace the ineffective agreement with one that largely corresponds to the purpose of the contract and is effective.