General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions of PMA Mobile Electronics Entwicklungs- und Vertriebs GmbH (hereinafter referred to as "Seller") shall apply to all contracts concluded between an entrepreneur (hereinafter referred to as "Client”) and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Customer's own conditions is herewith objected to, unless other terms have been stipulated .

1.2 The present General Terms and Conditions shall also apply exclusively, if the Seller performs the order without reservation, in the knowledge that the Client’s terms and conditions may conflict with or deviate from their own.

2) Conclusion of the Contract

2.1 The product descriptions displayed in the Seller's online shop do not constitute binding offers on the part of the Seller, but are merely descriptions which allow the client to submit a binding offer

2.2 The Client may submit the offer using the online order form integrated into the Seller's online shop. By clicking the button finalizing the order process, after having placed the goods and/or services selected in the virtual shopping basket and passed through the electronic ordering process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the shopping basket.

2.3 The Seller may accept the Client’s offer within five days in one of the following manners:

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- by transmitting a written order confirmation or an order confirmation in written form (fax or e-mail) to the Client, insofar as the receipt of the order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client, insofar as the receipt of goods by the Client is decisive, or
- by requesting the customer to pay after submitting his order, or
- provided direct debit payment is offered and the Client chooses this payment method, by collecting the total price directly from the Client’s account, insofar as the time of debiting the Client’s account is decisive.

The contract shall be concluded at the time when one of the aforementioned alternatives occurs . Should the Seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer, with the effect that the Client is no longer bound by his statement of intent.

2.4 In case of an order via the Seller’s online order form, the contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, the contract's content will be stored on the Seller's website and can be found by the Client via the password-protected customer account by entering the respective login information, provided that the Client has created a customer account in the Seller’s online shop prior to submitting his order.

2.5 Prior to submitting his binding order via the online order form of the Seller, the Client can correct all the data entered via the usual keyboard and mouse function. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.6 The German and English language are exclusively available for the conclusion of the contract.

2.7 Order processing and contacting usually take place via e-mail and automated order processing. It is the Client' responsibility to ensure that the e-mail address he provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

2.8 In the event of stipulation of special conditions by the parties, the aforesaid special conditions do not apply to contractual relationships running simultaneously and in the future with the Client.

2.9 In the event that the Client is financially unable to fulfill his obligations to the Seller, the Seller is entitled to end existing exchange contracts with the Client without notice by means of withdrawal. The same applies even in the event of the Client pleading insolvency. Section 321 German Civil Code and section 112 German Insolvency Act

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remain unaffected. The Client will inform the Seller in writing about his impending insolvency in good time.

3) Prices and Payment Conditions

3.1 All prices indicated by the seller are net prices plus the legal value-added tax. Costs for packaging, loading, freight, insurance (in particular transport insurance), duties and charges will be calculated separately.

3.2 Payment can be made using one of the methods mentioned in the seller's online shop.

3.3 If prepayment has been agreed upon, payment shall be due immediately upon conclusion of the contract.

3.4 Payment shall be deemed to have been made if the equivalent value has been credited to one of the Seller’s accounts. In the event of delayed payment, the Seller may demand default interest in the amount of ten percent above the relevant base interest rate. All other legal rights to which the Seller is entitled in the event of delayed payment of the client remain unaffected. Provided that claims are overdue, payments received shall be applied first to possible costs and interest and subsequently to the oldest claim.

3.5 If unforeseeable cost increases should occur (such as currency fluctuations, unexpected rise in prices of suppliers), the Seller is entitled to pass on such price increases to the Client. However, this only applies if delivery has been agreed to occur later than four months after conclusion of the contract.

4) Shipment and Delivery Conditions

4.1 Goods are delivered on dispatch route and to the delivery address indicated by the Client, unless otherwise agreed upon. In the processing of the transaction, the delivery address indicated during the Seller's order processing shall be applicable.

4.2 The Seller is entitled to make partial deliveries, in so far as it seems reasonable for the Client. In the event of permissible partial deliveries, the Seller is entitled to issue partial invoices.

4.3 The Seller reserves the right to withdraw from the contract in the event of his own suppliers failing to deliver or if such delivery is incorrect. This only applies if the Seller is not liable for the non-delivery and if the Seller has concluded a congruent covering transaction with his supplier. The Seller shall make every reasonable effort to obtain the goods. In the case of the unavailability or the partial availability of the goods, the Client will be informed without delay and payments made by the Client will be immediately refunded.

4.4 The risk of accidental destruction and accidental deterioration of the goods shall be transferred to the Client upon delivery of the goods to an adequate forwarding company. The same applies as well if the Seller bears the costs of the transport. Transport insurance is provided only upon the Client’s instruction and at his own cost. If

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installation and assembly are owed by the Seller, the risk passes to the Client with the handing over of the completely installed and assembled goods to the Client.

4.5 Should delivery of the goods to the Client be delayed for reasons for which he is responsible, the risk passes to him with the notification of the readiness for dispatch. Possible storage costs incurred after the risk has been transferred are borne by the client.

4.6 Personal collection is not possible for logistical reasons.

5) Force Majeure

In cases of force majeure having an impact on the performance of the contract, the Seller is entitled to postpone the delivery for the duration of the hindrance and, in the event of a longer-term impediment, to withdraw from the contract without giving rise to claims asserted against him by the Client. The term “force majeure” shall mean any event which is unforeseeable for the Seller; or any event, even if it were foreseeable, would be beyond the control of the Seller, and whose impact on the performance of the contract could not therefore be averted despite reasonable efforts made by the Seller. Possible legal claims of the Client remain unaffected.

6) Delay in Performance

6.1 In case of delay in performance, the Client is entitled to withdraw from the contract within the framework of the statutory provisions provided that the Seller bears the responsibility of delay.

6.2 In the event of default on the part of the Seller, the Client is obliged to give notice within a reasonable period of time, whether he wishes to withdraw from the contract or insists on the delivery being carried out.

6.3 If shipping is delayed at the request of the Client for more than one month after he has been duly notified of the readiness for shipment, the Client will be charged a monthly fee for the storage costs to the amount of 0,5% of the goods to be delivered, however, these fees shall not amount to more than 5% of the total price.

6.4 The proof of a higher or a lower damage is expressly reserved to both parties.

6.5 The above liability limitations do not apply in the event of intent, malice aforethought, gross negligence and in event of damages caused by injury to life, physical injury or injury to health.

7) Reservation of Title

7.1 The Seller reserves the right of ownership of the delivered goods until complete payment of the purchase price has been effected. In addition, the Seller reserves the right of ownership of the goods until all his claims arising from his business relationship with the Client are met.

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7.2 In the case of processing of delivered goods, the Seller shall be considered the manufacturer and shall acquire ownership of the newly arising goods. If processing is done with other materials, the Seller acquires ownership in proportion to the invoice amount of his delivered goods to the value of the other used materials. In the case of combination or mixing of goods belonging to the Seller with objects belonging to the Client, the article belonging to the Client is considered to be the main object. In this case, the Seller acquires the co-ownership of this new object in proportion to the purchase price of his goods or – in the absence of such a purchase price - in proportion to the current market value. In those cases the Client is considered to be the custodian.

7.3 Goods under reservation of title may neither be pledged nor transferred by way of security. The Client, in his capacity as a reseller, is only allowed to resell in the normal course of business on condition that the Client's claims against his customers arising from the resale will be assigned effectively to the Seller and the ownership of the goods will be transferred under the condition of payment. By concluding a contract, the Client assigns his claims against his customers arising from those sales to the Seller by way of security. The Seller accepts that assignment simultaneously.

7.4 The Client has to give notice to the Seller immediately, if he has access to goods belonging or co-belonging to the Seller or to claims assigned. He has to pay to the Seller any amounts assigned to the Seller he has collected, insofar as the Seller's claims are due.

7.5 Insofar as the value of the Seller's security rights exceeds the amount of the secured claims by more than 10%, the Seller will release a corresponding part of his security rights at the Client's request.

8) Warranty Claims

In cases of defects the legal provision will apply. Deviating therefrom, the following shall apply to items which have not been used in accordance with their normal use for a building and which have caused its defectiveness.

8.1 An insignificant defect does not cause warranty claims and does not entitle the Client to refuse delivery of the goods. Should part of the goods be defective in a significant manner, the Client is not entitled to refuse total delivery. This does not apply if partial delivery is of no interest to the Client. Furthermore, payments effected by the client may only be retained to an extent which is appropriately proportionate to the occurred defect. If the item is made available at no cost, the Seller's liability for defects is excluded except for cases involving intent and gross negligence.

8.2 Warranty claims do not arise in cases of natural wear and tear or in cases of damages after the passing of risk which are caused by incorrect or negligent treatment, excessive stress, and unsuitable operating equipment or caused by special external influences not covered by the contract, or caused by non-reproducible disturbances. If the Client or a third party undertakes modifications or maintenance works which are improper, no warranty claims can be made for the resulting damages, unless the Client

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can prove that the notified defect was not caused by those modifications or maintenance works.

8.3 Warranty claims are excluded in cases of used goods.

8.4 The limitation period for any claim arising from defects is one year calculated from delivery of the goods. Subsequent performance (new delivery or remedying of a defect) shall affect exclusively the period of limitation for claims arising from defects which led to the subsequent performance.

8.5 The aforementioned limitations of liability and reduction of limitation shall not apply
- to items which have been used in accordance with their customary use for a building and have caused its defectiveness,
-to claims for damages and compensation of expenses the Client can make according to the relevant legal provisions related to defects
- in the event that the Seller has fraudulently concealed the defect, and
- to the right of recourse (Section 445a German Civil Code)
Section 12 will apply in the aforementioned cases.

8.6 If the client is a business person, he has to comply with the commercial obligation to inspect and to give notice of defects pursuant to section 377 German Commercial Code. If the Client fails to comply with those obligations, the goods shall be deemed as approved, unless the defect was not recognizable during inspection.

8.7 In the case of subsequent performance, the Seller has the right to choose between rectification and replacement delivery.

8.8 In the case of replacement delivery, the Client is obliged to send back first the goods delivered within 30 days. The return parcel must contain the reason for return, the name of the Client and the number assigned to the purchase of the defective goods in order to enable the Seller to identify the returned goods. So long as and insofar as the identification of the returned goods is not possible on grounds for which the Client is answerable, the Seller is not bound to accept returned goods and to refund the purchase price. The costs for resending the goods will be borne by the Client.

8.9 If the Seller delivers a defect-free item in order to comply with his duty of subsequent performance, he may claim compensation for use pursuant to section 346, para 1 German Civil Code. Further legal claims remain unaffected.

9) Liability

Liability for being in default is exhaustively provided for by the section "Delay in Performance". Furthermore, the Seller shall be liable for any claims arising from damages and compensation based on contract, quasi-contract and on legal provisions or on tort as follows.

9.1 The Seller is liable for every legal reason without limitation:

- In cases of intent or gross negligence, or

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- in cases of negligent or willful physical injury or negligent or willful injury of life, body or health of a person, or,
- on the grounds of a warranty promise, unless otherwise agreed,or,
- on the grounds of compulsory statutory liability as defined, for example, in the product liability law.

9.2 If the Seller has violated essential contractual obligations through negligence, his liability is limited to foreseeable damage typical of the contract, unless unlimited liability applies pursuant to section 12, para 1. Essential contractual obligations are those obligations the contract imposes on the Seller which are material to the contract and whose fulfillment makes the due performance of the contract possible and on the performance of which the Client normally relies and is intended to rely.

9.3 Otherwise, the Seller’s liability is excluded.

9.4 The aforementioned liability provisions will also apply in the case of the Seller’s liability for his assistants and legal representatives.

10) Statute of Limitation

The Client’s claims against the Seller - except those mentioned in the section "Warranty Claims"- expire by limitation no later than one year after the time of knowledge and at the latest five years after delivery of the performance, unless unlimited liability applies pursuant to the aforementioned section.

11) Retention, Assignments

11.1 The right of retention and the right to retain performance are excluded, unless the Seller does not deny the underlying counterclaims or unless those claims have been recognized by declaratory judgment.

11.2 The assignment of claims by the Client arising from the contract with the Client, in particular the assignment of Client’s warranty claims, are excluded.

12) Applicable Law and Jurisdiction

12.1 The laws of the Federal Republic of Germany shall apply to all legal relations between the parties to the exclusion of the laws on the international purchase of movable goods.

12.2 If the Client is a business person, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the place where the Seller has his principle place of business. The same applies if the Client has no general place of jurisdiction in Germany or if his domicile or normal place of residence is not known at the time of the institution of legal proceedings. In any event regarding the aforementioned cases, the Seller is entitled to appeal to the court at the Client’s domicile.

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