

## General terms of business

### I. General, area of application

1. We execute your order after the Terms and Conditions valid at the time of the order. In the doubt the Terms and Conditions published on the Internet are valid. SQUARIX reserves itself expressly changes and supplements (... are subject to changes...).
2. Divergences of these conditions intended from the customer and verbal arrangements are valid only by written and explicit recognition by us. The use of general terms of business of the customer is excluded.

### II. Creation of the contractual relation

1. The products in the online shop of the seller don't represent binding offers on the part of SQUARIX, but serve for the delivery of a binding offer by the customer.
2. The customer can deliver the Internet offer by telephone, in writing, by fax, by email or over the online purchase order form integrated in the online shop of SQUARIX. With an order over on-line purchase order form the customer delivers a legally obliging contract offer after input of his personal data and through clicks of the button "ordering" in the concluding step of the order process regarding the indicated order.
3. SQUARIX can reject the order of the customer at any time without giving reasons
4. SQUARIX is entitled to check the information of the customer and his creditworthiness at any time by obtainment organizations authorized and recognised organisations.

### II. Conclusion of contract / Cancellation

1. The contract comes about by the fact that SQUARIX accepts the customer order by confirmation of order. With on-line orders establishment of contact and order processing take place automatically and by e-mail. Receipt and acceptance of the order are confirmed to the customer by e-mail. The customer has to make sure that the e-mail address specified by him to order processing is applicable so that e-mails sent by the seller at this address can be received. When using SPAM filters the customer has to make sure in particular that he can receive all mails sent by the seller.
2. With orders on other ways the contract comes about only with sending of the product.

### III. Delivery, forwarding expenses, duties and back transmission costs

1. The delivery of goods occurs regularly on the dispatch way and to the address of delivery indicated by the customers. By the completion of the transaction the address of delivery given in the on-line order process of the customer is decisive.
2. If a product is temporary or completely no longer available, then SQUARIX informs the customer immediately about it.
3. In general the delivery expenses are calculated incl. VAT with the order process on the website and are indicated. Subject to change.
4. With deliveries abroad further costs can result in particular cases, which the seller does not need to accept and are to be carried from the customer. For example costs of the money transmission by financial institutions (e.g. remittance fees, rate of exchange fees) or bring in-legal deliveries and/or taxes (e.g. duties) count for this.
5. The consequences of higher force or similar unexpected events with SQUARIX or their supplier as e.g. obstructions of traffic or operating, fires or inundation, scarcity of raw materials, worker or energy, strike, lockout or official measures relieve/release SQUARIX from the obligation to the punctual delivery and give her the right to stop further deliveries without compensation and subsequent delivery duty.

6. The customer has to bear the cost of the return in case of the practice of his right of withdrawal with distant sales contracts, if the delivered product corresponds to the ordered and the price of the thing to be sent back does not exceed an amount of 40 euros (or the customer with a higher price of the thing furnished at the time of the revocation has not yet fulfilled/executed the return service or a contractually agreed (upon) partial payment).
7. The customer does not have right of withdrawal, if he initiated the business himself and/or if before the realization of the contract no meetings or discussions have taken place between the contracting parties.
8. If the transportation company sends back the dispatched product to the seller, since a delivery was not possible with the customer, the customer bears the costs of unsuccessful shipping. This is not valid if the customer uses his cancellation right by refused acceptance, if he is not responsible for the fact which has led to the impossibility of the delivery or if he was prevented temporarily in the acceptance of the offered achievement, unless the seller had announced him the achievement an adequate time before.

#### **IV. Terms of payment**

1. Deliveries are possible against bill, precash or cash on delivery.
2. The invoice amounts are payable within 5 working days starting from receipt of invoice, at the latest however 8 working days starting from invoice date without deduction and free of charges to us, unless a deviating condition of payment proven on the invoice was agreed upon.
3. SQUARIX ist berechtigt, für jede Mahnung von fälligen Entgelten dem Kunden die angefallenen notwendigen und zweckdienlichen Mahnspesen in Rechnung zu stellen.
4. If the customer does not follow his liabilities despite reminder, SQUARIX is entitled to charge interests on arrears at the rate of 14% p.a. as well as the actually resulted reminder and collection expenditures as well as prosecution costs necessary for the appropriate operation.  
The customer is expressly pointed out to the fact that SQUARIX reserves itself to hand over the demand costs after the first warning to a collection institute and/or to an attorney. Besides all fees up to the end of the current contract period can be placed prematurely due.
5. Delivery cash on delivery or "payment with delivery / collection":  
If the product is not taken from the buyer or is taken back from the seller blameless or the agreed payment is not made within 30 days, SQUARIX is entitled to demand a cancelation fee in the amount of 20% of the order value (net goods value), at least however, 9 euros exkl. VAT with domestic customers or 18 euros exkl. VAT with customers abroad. In excess thereof proved expenditures and losses can be asserted, in addition.
6. Delivery of products, already paid (precash):  
If the product is not taken from the buyer or is taken back by the seller blameless, SQUARIX is entitled to demand a cancelation fee in the amount of 20% of the order value (net goods value), at least however, 9 euros exkl. VAT with domestic customers or 18 euros exkl. VAT with customers abroad. In excess thereof proved expenditures and losses can be asserted, in addition.
7. Compensation and retention rights are excluded, unless the counterclaim of the customer is indisputably determined or legally judicially ascertained.
8. Possible objections of the customer against invoices must be claimed with SQUARIX in writing within 14 calendar dates after receipt of the invoice. The omission of objections within this delay is considered as acknowledgment of the invoice.
9. An objection on the part of the customer against invoices is not confined from their payment.
10. For want of a dedication by the customer payments are dedicated by presentation of several contractual relationships after choice by SQUARIX.

#### **V. Achievements of the customer**

1. The customer will immediately inform of every change of his address, his company, his place of business, his calculation address, his legal form and his sales tax duty in writing. If this change announcement does not occur, documents are valid for the customer as shut if they were sent to the address at last announced by the customers or cashier's office.

## **VI. Retention of title**

1. All delivered product remains our property up to the entire payment.

## **VII. Fault claims (guarantee), liability, disclaimer of liability**

1. Neither SQUARIX nor other persons who are involved in the development, production or supply of the products stick for damages of all kind, in particular not for damages which have originated as a result of the injury of a guarantee obligation. Furthermore SQUARIX does not stick for the loss of profit on account of delayed or defective delivery, for disadvantages by thereby caused operational disturbances, for the carriage which originates in connection with the exchange defective against product free of lack as well as for from the buyer of the customer against these upraised claims, neither with coarse carelessness. One on account of compelling legal regulations anyhow proved damage to be refunded is limited to the easy amount of the purchase price. SQUARIX sticks for own fault, however, not with light carelessness.
2. The products are so delivered as they are topically, without any explicit or silent assurance, in particular not concerning the commercial suitability or the suitability for a certain purpose, is given. Small customary or technically unavoidable divergences of the quality do not found guarantee claims.
3. The use of the products occurs exclusively on danger and risk of the customer.
4. In case the product delivered by SQUARIX falls short, the customer can require removal of the lack or delivery of product free of lack (subsequent performance) within the scope of the legal regulations for his choice. Should the subsequent performance miss, he can diminish the purchase price or withdraw from the contract if the lack is considerable.
5. Evident defects are to be indicated within one week on receipt of the product. The rebuke term is protected by sending the fault announcement in SQUARIX by mail and their receipt by SQUARIX.
6. The customer bears the costs of the return of the product. These are refunded by SQUARIX with entitled complaints.
7. The guarantee term amounts 6 months on receipt of the product. SQUARIX provides only guarantee for defects which are given at the time of the danger crossing.
8. SQUARIX does not stick for operational disturbances or interruptions which are caused in the course of official investigating activities. Compensation claims are not thereby founded. If a customer caused such investigating activities by deliberate or roughly careless acting against norms mentioned above, he sticks for all damages which may arise to SQUARIX and other customers by that.
9. The preceding disclaimers of liability are not valid, as far as is stuck according to the laws applicable on this arrangement indispensably.
10. The restrictions of liability of the preceding sales are not valid with cunningly hidden defects.
11. If the liability is excluded from SQUARIX or is limited, this is also valid for the personal liability of his employees and fulfillment assistants.

## **VIII. Data protection**

1. SQUARIX guarantees that personal data of the customer after the best knowledge and conscience are made only to her employees within the enterprise accessible. From this the passing on is excluded from data for the purpose of credit investigations, recovery of open demands to lawyers commissioned by SQUARIX or to the fulfilment of duties from the TKG (Telekom law) after which

SQUARIX is obliged to transmit these data as well as other suitable recordings on request by an authority, a court or the criminal investigation department.

2. The customer agrees with the fact that within the scope of the contract concluded with him personal data are stored for the purpose of the implementation of his order, are changed and/or are extinguished, until evident interests of the customer are injured by the transmission.
3. Also IP addresses, log files and similar of the customer are allowed, as far as this is more own to the company and to the maintenance of the services, for the protection and the calculator of third is necessary, are processed.
4. SQUARIX seizes all technically and economically reasonable measures to protect stored data against every unjustified access. As far as SQUARIX does not disregard deliberately or roughly negligently the care being incumbent upon her, the claim of damages which result from illegal access to the stored data is excluded.
5. Data according to paragraph 1 and 2 are extinguished normally ten years after ending of the contractual relationship. SQUARIX is obliged in no case to produce the proof of a deletion.

## **IX. Notification of the Terms and Conditions**

1. The Terms and Conditions and the product descriptions in her topical version are available to the customer on the Internet site [www.nickeltest.com](http://www.nickeltest.com) under "download - Terms and Conditions".

## **X. Legal choice and legal venue**

1. Concerning Terms and Conditions, the cancellation instruction and the disclaimer of liability the contract text is juridically binding in German; also the right of the Federal Republic of Germany is valid for all legal relations of the parties to the exclusion of the laws about the international purchase of movable goods and the UN-purchase right. For customers this legal choice of right is valid only as far as the granted protection is not taken away by compelling regulations of the right of the state in which the customer has his usual place of residence.
2. Legal venue is D-45768 Marl. SQUARIX is also entitled after its choice to complain in the seat of the customer.

## **XI. Miscellaneous**

1. Should a regulation of this arrangement be ineffective or become, the validity of the remaining regulations is not thereby touched. The contracting partners become, as far as a regulation is ineffective, comes close on a new regulation to some, which of the artificial regulation possibly and has juridical continuance.
2. SQUARIX is entitled to transfer her rights assumed in this contract and duties on a legal successor. SQUARIX will inform the customer in the given case from this.
3. If the customer is active as a retailer, he has to impose the obligation from this contract on his customers.