

Hardware Conditions

These Hardware Conditions shall apply in addition to SKIDATA's General Conditions. In case of any conflict between these Hardware Conditions and the General Conditions, these Hardware Conditions shall prevail.

1. Subject Matter of the Contract

1.1. The Principal shall purchase from SKIDATA and SKIDATA shall sell to the Principal a hardware system in accordance with the description, features and composition described in the annex to this Contract.

2. Prices

2.1. The amount of the purchase price is stipulated in the annex including the offer.

3. Delivery and Term of Delivery

3.1. The dates for deliveries, services and commissioning, if any, are stipulated in the time schedule contained in the annex. SKIDATA shall be entitled to effect partial deliveries at an earlier date. In order to comply with the agreed upon dates the Principal must appoint a person responsible for the project and inform SKIDATA of such person's name and the planned project steps must be effected in accordance with the time schedule. Only then can the agreed dates be met.

4. Preconditions for Commissioning

4.1. The Principal shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of the Contract. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with the SKIDATA's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

5. Commissioning

5.1. SKIDATA shall ensure that the subject matter of the Contract is commissioned at the agreed date(s), provided that the Principal adheres to the dates for the fulfilment of the preconditions of commissioning and mounting and effects all agreed partial payments in full and in due time. Commissioning of the subject matter of the Contract by SKIDATA on behalf of the Principal or in any case the putting into operation of the subject matter of the Contract for the intended purpose by the Principal (commercial use) shall be deemed to be the factual and formal delivery / acceptance of SKIDATA's delivery and service. Immaterial defects do not entitle the Principal to refuse acceptance. SKIDATA's warranty obligations, if any, shall remain unaffected thereby.

6. Training

6.1. If Training is agreed upon by the Parties, SKIDATA shall effect training session(s) for the Principal's employees as to operation, troubleshooting and maintenance of the subject matter of the Contract in the manner and scope as described in the annex.

7. SPECIAL PROVISIONS: WARRANTY

7.1. The warranty period shall be 12 (twelve) months for new hardware and 6 (six) months for used hardware and shall commence at the time of delivery. The Principal must give notice of any defects including the lack of warranted characteristics immediately and in writing.

8. SPECIAL PROVISIONS: LIABILITY

8.1. Subject to attributable personal injury and any damage in accordance with the Product Liability Act (in German: Produkthaftungsgesetz) for whatever legal reason, SKIDATA shall only be liable for any damage caused by SKIDATA's gross negligence or wilful intent up to the amount of the net purchase price of the subject matter of the Contract, however, not more than EUR 100,000.00 (in words: one hundred thousand euros).

9. Third Party Products

9.1. To the extent the Principal wishes to obtain - in addition to SKIDATA's deliveries and services - compatible products or services and accessories made by other manufacturers and use them instead of the products or services originally proposed by SKIDATA, the Principal shall be solely responsible for checking and selecting such third party products. In such cases, SKIDATA does not assume any liability whatsoever, in particular no liability for defects in quality and/or the technical suitability of such products.