

**Contact:**

Benken GmbH  
Wurmberger Straße 27  
75446 Wiernsheim, Germany

Tel. 07044 91122-40  
Fax 07044 91122-49  
E-Mail: kontakt@benken.de

Court of Registration Mannheim: HRB 511128  
Managing Directors: Dipl.-Inf. Ralf Benken, Sabine Benken  
VAT Registration No.: DE173045632

**A) Right of cancellation and consequences**

**Right of cancellation:**

You may cancel your contractual declaration in writing (e.g. letter, fax, e-mail) within two weeks without stating any reasons, or by returning the goods. The time limit starts with receipt of this notice at the earliest. To comply with the time limit, it is sufficient that the cancellation or return of the goods be sent in good time.

Notice of cancellation must be sent to:

Benken GmbH  
Dipl.-Inf. Ralf Benken  
Dreilindenweg 17  
75446 Wiernsheim, Germany  
Tel. 07044 91122-40  
Fax 07044 91122-49  
E-Mail: kontakt@benken.de

**Consequences of cancellation:**

In the event of a valid cancellation, the payments or goods received by both parties are to be restored and, if necessary, any profit drawn (e.g. interest) surrendered. If you are either wholly or partly unable to restore the goods received or can restore them only in an impaired condition, you shall have to pay compensation for the value accordingly. This shall not apply if the impairment of the goods is due exclusively to the examination of the goods, as would have been possible for you in a shop, for example.

Beyond that, you can avoid the obligation to pay compensation for the value by not using the goods as if they were your property and avoiding anything which may impair their value. Package-transportable goods are to be returned. Goods which are not package-transportable will be picked up. Goods shall be returned at your expense if the goods delivered correspond to those ordered and if the price of the goods to be returned does not exceed the sum of 40 euros or, in the event that the price is higher, if at the time of cancellation you have not made the full or the contractually agreed partial payment. Otherwise you may return the goods free of charge. You are obliged to refund any open payments within 30 after sending off your cancellation notice.

**Cancellation policy for consumers in terms of § 13 – German Civil Code:**

The right of cancellation shall not apply for contracts covering goods which have been specifically made to the customer's specifications, or such goods as are unsuitable for return due to their condition, or in cases of delivery of audio or video recordings or of software where the sealed data carriers have been unsealed by the customer.

## **B) Our standard terms and conditions of sale**

### **I. Scope**

All goods and services offered by Benken GmbH are sold subject to the legal regulations and terms and conditions stated herein according to the valid version at the time of placing the order. With placing the order, receipt of the goods or service the terms and conditions are deemed accepted. This offer expressly limits acceptance to the terms hereof and any additional, different or inconsistent terms proposed by the Buyer, whether in writing or otherwise, are hereby objected to and rejected and Benken GmbH shall not be bound thereby unless expressly agreed in a writing signed by Benken GmbH that such terms and conditions shall supersede those contained herein.

### **II. Conclusion of Contract**

The contract is legally concluded upon **shipment of goods or beginning of service**.

The basis of the business relationship in the engineering division is the commercial offer in which the scope of the service due and the remuneration are specified.

All offers are without engagement and without obligation. Print errors and errors excepted.

### **III. Prices, Shipping Costs and Terms of Payment**

The unit price is the price in effect on the date of the original order. The prices apply as long as on stock or for the agreed development period. The prices quoted by Benken GmbH do not include value added taxes (VAT). They are ex-works and thus do not include packing and postage, insurance and other shipping costs. Cash discount deduction is not accepted.

#### **Bank details:**

- National:  
Account No. 4003247, Sort Code 600 501 01 (Baden-Württembergische Bank) or  
Account No. 0008659591, Sort Code 666 500 85 (Sparkasse Pforzheim-Calw)
- International:  
IBAN DE70600501010004003247, BIC/SWIFT-Code: BWBKDE 6S or  
IBAN DE48666500850008659591, BIC/SWIFT-Code: PZHSDE66

### **IV. Shipment**

Upon dispatch of goods all risk is transferred to the Buyer as soon as the shipment is handed over to the carrier. Orders to differing delivery addresses are verified carefully. We reserve the right to object to ship to any address that does not correspond with the address of the Buyer.

In general, shipment of standard products is within a max. of 6 weeks upon receipt of order. (The delivery date for special products ore development services is defined in the offer or the order acknowledgement.) The shipping dates are not binding unless confirmed explicitly on the order acknowledgement. In case of shipment delay the customer is informed immediately.

Partial shipments and services are permitted.

## **V. Reservation of Title**

Benken GmbH hereby reserves the right of ownership of all delivered goods until they have been fully paid for.

The below provision applies for commercial business only:

The ownership of the goods supplied to the buyer shall remain with Benken GmbH until payment in full for all the goods shall have been received by Benken GmbH according to invoice due date. The Buyer is entitled to further sale of the goods in regular business dealings only. Hereby the Buyer assigns its claims resulting from further sale to Benken GmbH. Benken GmbH hereby accepts the assignment. At the latest in the event of payment delay the Buyer is obliged to name the debtor of the assigned claims. Benken GmbH shall be obliged to release, upon the Buyer's request or third party affected by the assignment, existing securities in so far as their value should exceed by more than 20 per cent the value of claims to be secured. Benken GmbH shall be free to choose which securities to release.

In case of processing or transformation of the goods delivered by Benken GmbH and in our property, Benken GmbH is to be deemed as manufacturer according to § 950 BGB and retains property of the intermediate or final product at any stage of the processing. In case third parties are involved with the processing or transformation, Benken GmbH is restricted to its co-property share in the amount of the invoice value of the reserved goods. The thus acquired property is deemed to be reserved property.

## **VI. Guarantee/Warranty/Complaints**

### **a) Guarantee/Warranty**

We do not make a difference between guarantee and warranty with standard products (e.g. Meeting Cube) but offer the Buyer full guarantee on the functionality of the standard unit over a period of two years from date of purchase. This guarantee excludes malfunction effected by improper handling (damage due to downthrow and the like) or operation as well as force majeure or other influences. The claim under guarantee lapses in the event of intervention by the Buyer or by a third party.

### **b) Complaints**

The Buyer has to immediately check the conformity with the contract of the goods delivered.

Complaints are admissible within one week after delivery of the goods only. Hidden defects, which are not to be discovered after immediate investigation, can only be set up against Benken GmbH, when the notice of defect is received within the above mentioned guarantee period.

In case of justified complaints Benken GmbH is obliged to rework and/or substitute delivery at discretion to the exclusion of other claims. In case of culpably delayed, omitted, unsuccessful or missed subsequent fulfillment, the Buyer may demand a decrease of the compensation (reduction) or withdraw from the contract.

Sale-or-return policy is only effected by return of the received goods. It is sufficient to send back the received goods within the period stipulated to: Benken GmbH, Kundenservice, Dreilindenweg 17, 75446 Wiernsheim, Germany. According to law returning the goods is at the costs and at the risk of Benken GmbH. The Buyer is obliged to select the most favorable dispatch type. Freight collect returns will not be accepted by Benken GmbH. If the return claim is justified, the contract is cancelled upon receipt of the goods. Payments which have already been made will be refunded per bank transfer within 14 days.

Please consider the following when sending the goods back: If you are either wholly or partly unable to restore the goods received or can restore them only in an impaired condition, you shall have to pay compensation for the value accordingly. This shall not apply if the impairment of the

goods is due exclusively to the examination of the goods, as would have been possible for you in a shop, for example.

Beyond that, you can avoid the obligation to pay compensation for the value by not using the goods as if they were your property and avoiding anything which may impair their value.

Defects of one part of the delivered goods do not entitle to complaint of the complete delivery, unless the partial delivery is of no interest for the customer.

For deviations in the composition of the applied material, the Benken GmbH is liable to the amount of the own claims.

## **VII. Liability**

Should it occur that despite careful controls Benken GmbH delivers a wrong or heavily damaged product, Benken GmbH will immediately attempt to find for the Buyer a satisfactory solution exempt from charges.

However, the liability of Benken GmbH is limited only to damages caused by intent or gross negligence, as well as by the violation of substantial contractual duties as far as the attainment of the contract purpose is at risk, in case of absence of guaranteed quality and in cases of compulsory liability according to the product liability law. In case of culpable violation of substantial contractual duties, liability is limited to the foreseeable, contract-typical damage.

The same terms of liability apply for the vicarious agents of Benken GmbH.

The offers, quotation of prices and availability information is prepared by Benken GmbH with the utmost care. Nevertheless, no liability can be assumed for possible print errors or continuous availability of all goods.

## **VIII. Data Protection**

Benken GmbH pledges to protect the private sphere of all individuals who buy from us and to treat personal data confidentially. Customer data is used for processing the business transaction only. The data is recorded and will not be passed on to third parties.

In the case of first-time delivery it is our custom to exchange data with credit rating agencies for the purpose of checking creditworthiness. For details see also imprint.

## **IX. Company Name for Reference List (Right of Use)**

The customer hereby declares their agreement that after contract conclusion Benken GmbH may use their company name for advertising purposes on our webpage as reference. This right of usage can be revoked at any time.

## **IIX. Final Clause**

Should a stipulation in these terms and conditions become ineffective, the effectiveness of all other stipulations are not affected by this. The laws of the Federal Republic of Germany are applicable. Jurisdiction for all disputes directly or indirectly resulting from the contractual relation is Pforzheim as far as permitted by law.

In case the end consumer does not reside in the EU, then our business location is place of jurisdiction.

In the case of business transactions with private end consumers within the EU, the rights in effect at the domicile of the end consumer may be applicable if dealing with compulsory consumer rights regulations.