

General Terms and Conditions – SYS TEC electronic AG

1. Scope

1.1 These general terms of business, delivery, quotation and payment are valid for all sales contracts and business agreements between SYS TEC electronic AG (herein after called SYS TEC) and the buying party ("buyer"), collectively referred to as "Parties". Terms other than these, especially general terms of purchase of the buyer, are not valid, even if they are not explicitly contradicted by SYS TEC's General Terms of Business. In order to maintain formal compliance, any of the buyer's conditions and regulations contrary to these General Terms and Conditions are hereby precautionarily objected and contradicted.

1.2 The buyer acknowledges SYS TEC's general terms of business, the latest, upon acceptance of merchandise from SYS TEC.

2. Quotations and Contracts

2.1 All contract negotiations between the Parties, agreements made over the phone or otherwise, especially contract changes, require written consent from both Parties. Any changes, modifications or deviations from a written contract between the Parties requires written confirmation of said changes.

2.2 Orders by the buyer to SYS TEC are legally binding only upon SYS TEC's written confirmation of receipt of said orders.

2.3 An invoice may substitute for a written order verification if the order is immediately fulfilled by SYS TEC.

2.4 SYS TEC is not bound to accept a sales offer if the order is made by means of a circular letter.

2.5 Quotes made by SYS TEC are subject to change if commitment to the quote is not in written form.

2.6 The aforementioned terms regarding quotations and contracts are valid for every quote made by SYS TEC.

2.7 A product quality guarantee is only part of the contract with explicit written confirmation of said product guarantee.

2.8 SYS TEC provides customers the opportunity to make orders by submitting an offer via the Conrad webshop portal (Invitatio ad offerendum). As soon as SYS TEC sends the interested party a confirmation of the offer made via the Conrad Webshop, a contract has been concluded bindingly. The general terms and conditions of SYS TEC apply to this legal transaction. Conrad as well as affiliates and business partners of Conrad are not part of this legal transaction and all legal relationships that arise from the binding legal transaction.

3. Prices

3.1 Prices are understood in terms of Euros for all transactions made worldwide. Prices are exclusive of packing for shipping F.O.B origin, applicable sales tax on the day of accounting and other legal costs of shipping.

3.2 Prevailing prices for standard products are taken from current SYS TEC price lists.

4. Shipping and Transport Insurance

4.1 Delivery is generally executed on the basis of incoterm FCA Heinsdorfergrund unless a different regulation has been mutually agreed upon in writing between SYS TEC and the buyer. If not otherwise mutually agreed in writing, the respective IPC-Regulations are applied.

4.2 Shipping of products is at the expense of the buyer. Transport insurance to the place of delivery, determined by the buyer, will be calculated and paid by SYS TEC with the ceiling being the sales price of the item to be insured, unless waived by the buyer in writing.

4.3 Partial deliveries of orders by SYS TEC are permissible.

5. Terms of Payment

5.1 For sales in the European Union: All payments are denoted in EU Euros and are to be made by the buyer within fourteen (14) days of invoicing and delivery without any allowances. After which, beginning with the first reminder, standard bank interest will be charged, at a rate at least 1% above the current bank rate of the federal bank of Germany (Bundesbank).

5.2 For sales outside the European Union: All payments are denoted in EU Euros and are to be made by the buyer within thirty (30) days of invoicing and delivery without any allowances. After which, beginning with the first reminder, standard bank interest will be charged, at a rate at least 1.5% per month or part thereof.

5.3 Payments will be applied to the balancing of the earliest payable debt, including the interest payable on arrears resulting from it, any legal costs and, lastly, to the sales price.

5.4 Promissory notes or predated checks will only be accepted after a written promissory agreement made prior to sale, and only for payment purposes. All taxes, bank, discount, or withdrawal charges are at the expense of the buyer.

5.5 When a number of promissory notes are given as payment, then all promissory notes are payable, if the next payable promissory note is not paid according to the time allotted in the promissory note agreement.

5.6 If the buyer is derelict in making payments or fails to otherwise to meet the terms from these General Terms of Business, ceases payment, or if the buyer's legal representative files for bankruptcy, then all legal fees become payable toward the sum of the total accounts payable to SYS TEC. In this case SYS TEC has the right to renege on all contracts and to take all previously delivered merchandise back into their possession, as well as to demand restitution for all costs occurred in connection with the repossession of said merchandise. This includes transportation costs, devaluation of merchandise, etc. Merchandise shall be valued at the prevailing price list or purchase contract at the time of purchase.

6. Ownership Proviso, Private Resale, Transfer of Goods

6.1 SYS TEC maintains claims on ownership of delivered merchandise until complete fulfillment of any and all claims against the buyer which derive from the business relation, including any interest resulting from default and legal costs, has been made.

6.2 Until transfer of ownership of the merchandise from SYS TEC to the buyer has been made, the buyer may neither sell, nor transfer ownership of said merchandise to a Third Party. In case that the merchandise in question is either forfeited or taken into possession by another Party, the buyer is responsible for notifying SYS TEC. In addition, all costs resulting from the release of said merchandise are the financial responsibility of the buyer. The buyer may, in the course of normal business, sell the merchandise to a Third Party, as long as the buyer is not in default on payments to SYS TEC. The buyer is also responsible for any wear, damage or incidental product failure during the period of the ownership proviso. If the buyer chooses to use other products in combination with SYS TEC products during this time, SYS TEC obtains co-ownership of the additional products in relation to their value when combined with SYS TEC merchandise. The buyer hereby forfeits his or her rights to transfer ownership of the provisioned good, at currently calculated net value, to SYS TEC; SYS TEC hereby accepts this forfeiture.

6.3 SYS TEC and the buyer agree as of the instant that if the delivered merchandise is combined or mixed with other non-SYS TEC items, SYS TEC will in any case have co-ownership of the new item equaling the proportion of value that it shares in the combined or mixed reserved goods (provisio goods) at the time of connection or mixing. The new item is in this respect a reserved commodity (provisio goods). If the buyer resells the goods subject to retention of title, he hereby assigns to SYS TEC his future claims from the resale against his customers with all ancillary rights, including any balance claims, in the respective net invoice value of the reserved goods without further special declarations being required; SYS TEC hereby accepts this assignment. If the goods subject to retention of title are resold together with other objects without a single price having been agreed on for the reserved goods, the buyer assigns to SYS TEC that part of the total price claim which corresponds to the price of the reserved goods invoiced by SYS TEC. Until revoked, the buyer is entitled to collect assigned claims from the resale. In the event of good cause, in particular default in payment, cessation of payment, commencement of insolvency proceedings, bill of exchange protest or reasonable indications of over-indebtedness or impending insolvency of the buyer, SYS TEC shall be entitled to revoke the buyer's collection authorization. In addition, SYS TEC may, upon giving prior notice, disclose the assignment of security, use the assigned claims and demand the disclosure of the assignment by the buyer to its customer, subject to a reasonable period of grace. In the case of a legitimate interest, the buyer must promptly provide SYS TEC with the information required to assert its rights against the buyer's customer and hand over the necessary documents.

6.4 The buyer's right to resell SYS TEC merchandise ends when the buyer is overdue in his payments to SYS TEC, or becomes insolvent. In this case, the buyer maintains possession of the provisioned merchandise only with SYS TEC's written permission. In the event of breaches of duty by the buyer, in particular in the event of default in payment, SYS TEC shall be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable period of time set for the buyer in addition to the return; the legal provisions on the dispensability of setting a deadline remain unaffected. The buyer is obliged to surrender. The withdrawal or the assertion of the retention of title or the seizure of the reserved goods by SYS TEC does not constitute withdrawal from the contract, unless SYS TEC has expressly declared this.

6.5 For all reserved goods resulting from legal transactions, which are created via the platform of the Conrad Electronic SE Webshop, a right of claim by Conrad Electronic SE applies. SYS TEC is obligated to continuously offer Conrad Electronic SE all pecuniary claims for reserved goods from legal transactions via the Conrad Electronic SE webshop. The customer hereby agrees to the assignment of all claims of SYS TEC to Conrad Electronic SE.

7. Terms of Delivery

7.1 As SYS TEC is not personally the manufacturer of the majority of components used on its products, terms of delivery are only valid for the merchandise that is currently held in storage at SYS TEC. Furthermore, SYS TEC can only reference "foreseeable distribution dates" without being bound in terms of a fixed delivery schedule. SYS TEC is obligated to inform the buyer in writing of any foreseeable delay in any stated, foreseeable delivery date.

7.2 If a foreseeable delivery date is unexpectedly delayed, then the buyer has the right to set SYS TEC a four (4) week limit on delivery. After this time has elapsed, if delivery has not been made, the buyer has the right to partially or completely withdraw from the contracted purchase agreement. Unless the buyer can demonstrate that a legal representative or employee of SYS TEC is guilty of malice or gross negligence, further claims or demands are excluded, including claims for loss compensation as a result of failure to comply with the terms of the contract.

7.3 The projected delivery date, as printed in the sales contract, are subject to change due to production setbacks, strikes, lockouts, failure to receive merchandise from distributors and other sources, or other circumstances that are beyond SYS TEC's control.

8. Cancellation of Delivery

8.1 If the buyer cancels an order in part or completely, and fails to fulfill its obligation to accept delivery, SYS TEC is then justified in making claims for comprehensive loss compensation.

8.2 All products intended for delivery that have already been produced at the point of the buyer's withdrawal from the contracted agreement are to be paid for at the full sales price by the buyer.

8.3 For any products that have not yet been produced, a flat-rate compensation of 60% is to be paid, if the cancellation by the buyer is not made at least thirty (30) days before the projected delivery date.

8.4 In all other cases of non-delivery at the buyer's behest, a flat-rate compensation of 40% of the net-worth of the delivery goods will be calculated.

8.5 If the buyer can document proof that the amount of actual loss is smaller than that claimed by SYS TEC, then SYS TEC shall only be entitled to compensation equal to this the determined amount of loss. Likewise, SYS TEC is also free to calculate the exact sustained loss in the case of a breach of contract and demand this sum as compensation from the buyer.

8.6 SYS TEC maintains the right to demand default compensation after discontinuing delivery if the buyer fails to pay for partially delivered products according to the terms of contract.

9. Merchandise (Hardware) Warranty

9.1 The warranty period is 12 months from receipt of the goods / service by the buyer. In accordance with the applicable regulations, SYS TEC warrants that the goods are delivered without defects at the time of dispatch or handover of the goods. To the extent permitted by applicable law, SYS TEC ensures that the goods supplied meet the specifications stipulated by SYS TEC.

9.2 Missing items and/or damage ("defects") sustained to merchandise during shipping is to be reported to SYS TEC by the buyer in writing within eight (8) days of receiving merchandise. The buyer is obligated to inspect the merchandise immediately after delivery and, in the case of defects, to inform SYS TEC of said defects in writing. The buyer is also responsible for returning the defective articles to SYS TEC along with providing a detailed description of alleged defects. If the buyer fails to notify SYS TEC, then it is assumed that the merchandise was received and considered acceptable. That is, unless even by close inspection of the merchandise no visible defects could be found. In this case, the buyer must immediately inform SYS TEC of such defects for verification by SYS TEC. Otherwise the merchandise will be considered accepted regardless of any defects.

9.3 In case of justified notice of defects, the customer is entitled to the statutory warranty rights with the following restrictions: It is up to SYS TEC, whether it meets the claim of the buyer by elimination of the defect or by replacement of a faultless merchandise. In principle, the buyer is to grant SYS TEC at least two attempts at subsequent performance, unless the nature of the goods or the defect or other circumstances indicate otherwise. The buyer must allow SYS TEC at least 14 days for each subsequent performance attempt, unless the nature of the purchased item or the defect or other circumstances indicates otherwise. The Buyer cannot claim damages for non-performance rather than fulfillment for only slight negligence on the part of SYS TEC. In case of negligence, the buyer is further entitled to reduce the purchase price, to withdraw from the contract or to demand fulfillment of the contract.

9.4 Any warranty claims shall lapse if the purchased goods are altered or repaired by the buyer or a third party without the prior written consent of SYS TEC, and if the goods are not used in accordance with the purpose defined by SYS TEC and within the parameters and conditions of use defined by SYS TEC. If SYS TEC investigates reported deficiencies that prove to be non-existent (incorrect application, etc.), SYS TEC is entitled to assert the expenses incurred accordingly.

9.5 If the buyer does not agree with any form of fulfillment of the warranty claims offered by SYS TEC, any claims for cancellation, reduction or compensation, including any compensation for assembly and disassembly costs and consequential damages, shall cease.

9.6 SYS TEC does not accept any warranty for defects in the purchased goods that have been caused by coincidence, improper use, negligence, alteration, improper installation, repair or improper inspection measures of the buyer or his agents.

9.7 By removing or eliminating the original technical license plate and the "CE" technical quality assurance emblem or making changes to the purchased item, unless otherwise specified, any burden of proof for the existence of a defect which may be at the expense of SYS TEC shall be reversed and void. SYS TEC can exclude its warranty on the sale of used hardware. SYS TEC employees cannot be held personally liable for any product defects.

9.8 A withdrawal of the buyer from the contract due to a breach of duty by SYS TEC is excluded, unless SYS TEC is at deliberate fault or that the right of withdrawal results from defects of the purchased item.

10. Merchandise (Software) Warranty

10.1 For delivery of software, the service contract law applies - with the exception of contract of employment and sales law.

10.2 If software developed by SYS TEC does not conform to the contractually stipulated use and deviations are reported in writing, SYS TEC is obliged to rectify the defect within 12 months.

10.3 No warranty is provided for software not manufactured by SYS TEC. The rights stated in the respective license apply.

10.4 However, a defect is not the product deviation in the sense of market innovations. The customer is only entitled to software maintenance and adaptation when concluding a further consulting contract.

10.5 Liability for damages for direct and indirect damages is excluded, unless it is the ill intention or gross negligence of a legal representative or vicarious agents of SYS TEC.

11. Manufacturer's Liability

11.1 According to prevailing product liability laws in the European Union, SYS TEC is exempt from liability if product defects were caused by buyer usage of a SYS TEC product for purposes other than which it was intended. Liability within the applicable legal provisions, regardless of legal cause, is limited to ill intent and gross negligence, including willful misconduct or deliberate gross negligence on the part of SYS TEC's representatives and vicarious agents, and may only be brought before SYS TEC by the buyer. SYS TEC is not liable for slight negligence, unless contractual obligations (cardinal obligations) are violated. Unless there is an intentional breach of duty, liability is limited to foreseeable, typically occurring damages. In case of violation of a substantial cardinal obligation, SYS TEC is liable for every degree of fault. In such case, the liability of SYS TEC is limited to foreseeable, typically occurring damages.

11.2 Any liability for incidental and / or consequential damages or for such damages which do not occur on the goods provided, in particular due to lost profits or production fall is expressly excluded. SYS TEC is exempt from liability if defects result from improper use, negligence, modification, improper installation, improper product testing methods, repairs made by the buyer, or other coincidental factors.

11.3 The liability of SYS TEC for demonstrably culpable damage caused by it or its employees is limited to the value of the respective goods. SYS TEC grants the buyer the right to demonstrably report the amount of the damage, but reserves the right to counterclaim the damage and the amount of the damage.

11.4 In the event of data loss, SYS TEC shall only be liable for the extent of damage that would have been incurred in the day-to-day carrying out of data backups.

11.5 In the case of demonstrable negligence on the part of SYS TEC, the assessment of any claim for damages by the buyer must be based on the amount of the effort required to remedy the damage, whereby the damages are limited to the amount of the purchase price. Notwithstanding the above provisions, SYS TEC is liable for a cumulative amount per year and for each breach of duty up to a maximum of EUR 250,000.00. Claims for damages instead of performance due to initial objective impossibility or quality defects are limited to the negative interest.

11.6 Limitations of liability do not apply to liability under the Product Liability Act and in case of injury to life, limb or health.

11.7 The possibilities of liability insurance do not give rise to any further liability than stated above and in clause 9.3.

11.8 The general limitation period of § 195 BGB is reduced to 12 months.

11.9 SYS TEC is exempt from liability if the original "CE" technical quality assurance emblem is removed from SYS TEC merchandise.

11.10 The exemption from liability also applies if SYS TEC manufactures a product on the order of a buyer without knowledge of the end product usage or without SYS TEC's ability to control or monitor the products end application.

11.11 The buyer has no claim on liability if SYS TEC can make valid claims for liability exemption according to Article 7 of the European Union General Commercial Rules.

12. Export and Re-export

12.1 All of SYS TEC's deliveries are made according to export allowance in accordance with German commercial export law (Bundesdeutsches Außenwirtschaftsrecht). It is the obligation of the buyer to be aware of these laws.

12.2 Technical proprietary knowledge, licenses, copyrights and trademarks associated with all SYS TEC products remain under the ownership of SYS TEC. The resale or re-export of single or system-integrated SYS TEC products requires SYS TEC's permission. Any such permission granted to buyers from SYS TEC does not include transfer to Third Parties of any technical proprietary knowledge, licenses, copyrights and trademarks associated with all SYS TEC products.

13. Jurisdiction

13.1 The venue for any legal actions for any and all disputes about or resulting from these General Terms of Business or any separate contractual relations with SYS TEC are to be held in Heinsdorfergrund, Germany, unless otherwise agreed to in writing between SYS TEC and the buyer.

13.2 All legal proceedings between SYS TEC and buyers fall exclusively under the legal jurisdiction of the Federal Republic of Germany.

14. Data protection

14.1 For all information in connection with the handling of personal data, SYS TEC refers to its separate privacy policy at <https://www.systemec-electronic.com/en/privacy/>

14.2 SYS TEC processes personal data in accordance with the provisions of the General Data Protection Regulation (EU-GDPR), the Federal Data Protection Act (BDSG) and other applicable data protection regulations, insofar as it is necessary for the provision of the services used by the buyer. SYS TEC points out that in the case of orders via the homepage or the online shop also data (IP address, time of order and retrieval, etc.) are collected and stored. Above all, this serves as evidence of the conclusion of the contract and the use of the service. But it also serves to ward off fraud attempts.

14.3 A transfer of personal data to third parties does not take place, unless necessary for the provision of services to the buyer.

14.4 If a buyer falls under the personal scope of protection of the applicable data protection law, he agrees to the processing of his data, as far as they are necessary for the purpose of the contract. The processing and use of personal data is carried out exclusively in accordance with the statutory guidelines of the EU GDPR, the BDSG and the privacy policy of SYS TEC. All legitimate concerns of personal data are taken into account and treated confidentially in accordance with the statutory requirements of the EU GDPR and the BDSG.

15. Parameters of Use

15.1 Copyrights, as well as application and exploitation rights to the a final product in which a SYS TEC product has been incorporated, remain dependent on the delivery of SYS TEC products to the buyer as stipulated by contract. Deconstruction or reverse engineering of single parts or SYS TEC systems is only allowed with the expressed written consent of SYS TEC.

15.2 Reproduction of SYS TEC software without the expressed written consent of SYS TEC is only allowed for buyer's internal usage or for backup.

15.3 SYS TEC products may not be installed in life-sustaining, medical, or military systems without the expressed written consent of SYS TEC.

16 Return of old / expired devices

16.1 SYS TEC electronic, as a manufacturer of electrical and electronic devices (hereinafter collectively: electrical devices or goods) in accordance with the provisions of the law on the placing on the market, return and disposal of electrical and electronic devices (hereinafter: "ElektroG"), offers its customers the opportunity to return old / expired electrical or electronic equipment (collectively: "expired equipment" or "goods") which must be collected separately from unsorted municipal waste. The corresponding regulations result from Art. 17 Sect. 1 and 2 ElektroG in the version valid as of Jan 01, 2022.

Devices that were obtained from SYS TEC electronic can be returned during normal business hours Monday – Friday between 8:30 a.m. and 4:00 p.m. The shipping address is: SYS TEC Electronic AG, Am Windrad 2, 08468 Heinsdorfergrund. Only devices that are eligible for return in accordance with Art. 16.7 may be shipped (no other items or prohibited goods are allowed). Pursuant to Art. 17 of these General Terms and Conditions and the information contained therein, the customer is responsible for proper packaging before returning the goods. Before returning the goods, the customer is obliged to contact SYS TEC electronic either by email at sales@systec-electronic.com or by telephone at 03765 38 6000 to preview any return.

16.2 Specific data protection notice: All old / expired electrical devices that have been delivered for disposal are irrevocable and, for legal reasons, can no longer be retrieved or delivered. The customer is responsible for deleting personal data on the old / expired devices to be disposed of. The customer is hereby required to carefully check the old / expired devices before returning them and to remove, delete or destroy all data carriers and media that may contain data regulated by the law on protection of information. If the customer wishes SYS TEC electronic to organize a chargeable deletion of the storage media and data carriers before disposing of them, the customer is required to inquire about this before shipment and delivery. The SYS TEC electronic sales team will submit a corresponding offer to the customer.

16.3 The costs of disposal of old / expired devices, which are subject to the provisions of the ElektroG and which were delivered to the customer by SYS TEC electronic, in particular the costs of transport, treatment, recycling and disposal, are solely borne by the customer. This also applies in the event that the customer passes on the devices delivered to him to third parties. In this respect, the customer releases and relieves SYS TEC electronic from the obligation to bear the costs incurred for disposal and the associated claims of third parties. The customer is responsible for ensuring that the old / expired device is properly packaged for shipping so that breakage is avoided as far as possible and mechanical compression or damage can be ruled out. SYS TEC electronic may refuse to accept old / expired devices if there is a risk to human health and safety due to contamination.

16.4 The customer must contractually oblige third parties to whom he passes on devices supplied by SYS TEC electronic to bear the costs of disposal of the old device in the event that SYS TEC electronic takes it back and to give the third party a corresponding further obligation in the event that the device is passed on again by the third party.

16.5 If the customer fails to contractually oblige third parties, to whom he passes on electrical devices supplied by SYS TEC electronic, to assume the costs of disposal, the customer is solely responsible to bear the costs of disposal of the delivered device himself after the end of use.

16.6 The electrical devices supplied by SYS TEC electronic are intended exclusively for commercial use. A transfer to non-commercial third parties is prohibited.

16.7 The above regulations do not apply in cases in which electrical devices were delivered before August 15th, 2018 and for which the obligation to take back the devices was effectively excluded by SYS TEC electronic. In these cases, the originally agreed disposal obligation of the customer remains.

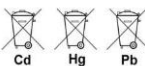
The return system is intended **exclusively for devices from SYS TEC electronic AG**. Devices from other manufacturers are excluded from acceptance and will be returned freight collect.

16.8 Information for end users / information on battery disposal and return

Owners of old / expired devices must collect them separately from unsorted municipal waste. Waste electrical and electronic equipment must therefore not be disposed of as unsorted municipal waste or exported illegally and, in particular, it does not belong in household waste. The sign with the crossed-out waste bin is a reminder that old devices and batteries must not be disposed of with municipal waste or household waste. Next to the waste bin symbol are the chemical names of the respective pollutant in batteries («Cd» stands for cadmium, »Pb« for lead and »Hg« for mercury).



Mülltonnensymbol 1



Mülltonnensymbol 2

End users are legally obliged to return electrical and electronic equipment or to dispose of it properly. The separate collection of old electrical and electronic devices (old devices) is necessary for the environmentally friendly disposal of pollutants, the recovery of valuable materials and the possibility of reuse. In principle, old devices can be returned free of charge to approved collection points, for example the local recycling center, which is collected separately from the unsorted municipal waste. Before returning old devices to SYS TEC electronic for a fee, the customer is required to check the corresponding free local disposal on site. An online directory of the collection and return points can be viewed at the following link: <https://www.ear-system.de/ear-verzeichnis/sammlung-und-ruecknahmestellen.jsf>

Used batteries and accumulators must be separated from the device if possible before they are handed in to a collection point. In connection with the sale of batteries or the delivery of devices that contain batteries, SYS TEC electronic is obliged to inform the customer of the following: ingredients, e.g. chemicals in batteries can damage the environment and health if not properly stored and disposed of. At the same time, recyclable raw materials can also be included. Batteries must therefore not be disposed of with normal household waste. The end user is legally obliged to return batteries after use to the seller or to the central collection points provided for this purpose (e.g. in public collection points at home or in retail). Batteries can also be returned by post for a fee, whereby the requirements of dangerous goods legislation may have to be observed. SYS TEC electronic only accepts batteries which have been sold as new equipment or components of devices sold by SYS TEC electronic.

17 packaging

17.1 According to Section 15, Paragraph 1, Sentence 1 of the Packaging Act, SYS TEC electronic is the manufacturer within the regulations of the Packaging Act for

• transport packaging,

• Sales and outer packaging that typically does not end up as waste after use by private end users,

and is obliged to take back used, empty packaging of the same type, shape and size as the packaging SYS TEC electronic has placed on the market in order to recycle or dispose of it. Deviating from this, the customer and SYS TEC electronic agree in accordance with Section 15 Paragraph 1 Sentence 4 of the Packaging Act that the packaging within the meaning of Section 15 Paragraph 1 Sentence 1 No. 1 to 5 of the Packaging Act can be returned by the customer without additional costs to SYS TEC electronic at a suitable return location to be determined by SYS TEC electronic in order reuse or recycle the returned packaging in accordance with the Packaging Act. Unless otherwise agreed, SYS TEC electronic ensures the professional and proper recycling of the packaging returned to SYS TEC electronic from the customer in order to fulfill the obligations in accordance with Section 15 of the Packaging Act. This is intended to achieve better results when recycling packaging and to contribute to meeting the European recycling targets according to EU Directive 2008/98/EC. The return is accepted after prior information on the return of the packaging by the customer. The costs incurred for returning and recycling are to be borne by the customer. If the packaging supplied by SYS TEC electronic is not returned in accordance with this regulation, the customer is responsible at his own expense for the professional and proper recycling of the packaging.

17.2 In case the customer is the final distributor within the meaning of Section 3, Paragraph 13 of the Packaging Act and is obliged in accordance with Section 15, Paragraph 1, Sentence 5 of the Packaging Act to take appropriate measures to inform its own end consumers of the possibility of returning the packaging within the meaning of Section 15 Para. 1 S. 1 No. 1 to 5 of the Packaging Act and their meaning and purpose.

SYS TEC electronic is registered as a manufacturer of electrical and electronic equipment under the registration number DE 92638756 registered with the Stiftung Elektro-Altgeräte Register (EAR).

18. Miscellaneous

18.1 If the buyer should happen to fail to meet the terms from a sales contract, SYS TEC can refuse further delivery without danger of invalidating its legal rights and contractual obligations.

18.2 If the decree of these General Terms of Business is declared legally ineffective, then it is considered to have been substituted for by a provision which approaches the intended function of the now ineffective decree and takes the interests of both parties involved into consideration.

18.3 The buyer cannot transfer or forfeit its rights to a Third Party without the written consent of SYS TEC.

18.4 If the buyer claims protection under of the data security and proprietary property copyright and patent laws, the buyer must declare itself in agreement with SYS TEC's right to a thorough analysis of said data or proprietary property, to the extent that such an analysis is deemed necessary.

18.5 The current copyright provisions are also valid for products not produced by SYS TEC.