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ID DE287004276, Registered number: HRB 147095 B

Please note: rebeam-shop.com is purely a business to business shop of ReBeam GmbH.

No offers, no sales to private end users!

### **§ 1 SCOPE OF APPLICATION**

The following general terms and conditions apply to all concluded contracts on the sales platform "rebeam SPECIALIST FOR USED PROJECTORS AND LED WALLS" between ReBeam GmbH and the respective buyer (legal entities or natural persons who deal commercially) and will be explicitly recognized by the respective buyer at contract conclusion. The seller offers various goods through "rebeam – SPECIALIST FOR USED PROJECTORS AND LED WALLS", the details of which result from the particular item description. Differing regulations from these conditions are only valid when they are confirmed by the seller in writing.

### **§ 2 CONTRACT CONCLUSION AND OFFER**

1. Contracts are drawn up exclusively with ReBeam GmbH.
2. We conclude contracts, within the framework of the online shop, with companies, i.e. such natural or legal persons or partnerships of legal capacity who carry out commercial or self-employed activities. The customer ensures to purchase as a company.
3. The offers from "rebeam – SPECIALIST FOR USED PROJECTORS AND LED WALLS" are non-binding and subject to change unless expressly agreed otherwise.
4. Customer orders submitted online are binding and can be accepted by "rebeam – SPECIALIST FOR USED PROJECTORS AND LED WALLS" within three days. The sales contract with "rebeam – SPECIALIST FOR USED PROJECTORS AND LED WALLS" is not entered into with the order confirmation but only when the order or the availability conformation has been sent from "rebeam – The Professional Event Projectors". In the same above mentioned confirmation states the delivery or partial delivery of the ordered goods. Regarding advanced payment, the sales contract comes into being with the sending of the payment request.

### **§ 3 TERMS OF PAYMENT**

The payment options available to the buyer are stated in the concrete offer or in the ordering process. The purchasing price plus the shipping and delivery costs are due within 7 days of receiving the request for payment.

### **§ 4 DELIVERY AND SHIPPING COSTS, PASSING OF RISK**

1. Goods can only be delivered if payment is made in advance. Delivery takes place within 2-3 working days after receipt of the full purchasing price and the delivery and shipping costs. For export deliveries a longer processing period of 4-6 working days is possible.
2. The shipment proceeds after invoicing and at the risk of the customer. For all deliveries, the risk of accidental loss of goods shall pass to the customer as soon as the goods are handed over to the forwarding agent, freight carrier or any other person designated to execute the shipment.

### **§ 5 RETENTION OF TITLE**

The seller remains the owner of the goods until full payment of the purchasing price.

### **§ 6 PRICE, DELIVERY AND SHIPPING COSTS**

The prices stated in the offers are the final prices. They contain all price components including any possible taxes like value added tax. Only for cross-border deliveries – when offered – can, in individual cases, lead to further taxes (e.g. in the case of intra-community acquisition) and/or duties (e.g. customs duties). These are to be paid by the buyer to the responsible customs or tax authority and not to the seller. The due delivery and shipping costs are not included in the purchasing price but are dependent on the respective concrete offer and the therein delivery details. These costs are payable separately by the customer.

### **§ 7 WARRANTY, LIABILITY**

1. We offer the following warranty:
  1. For newly manufactured goods we offer 24 months, for used goods we specify a possible warranty period for each respective article. If no warranty period is stated then there is no warranty. The warranty period begins with the passing of risk to the customer.

2. The delivered goods must be checked for defects immediately. All obvious defects should be reported to us in writing within two weeks of receiving the goods; otherwise assertion of the warranty claim is excluded. Timely dispatch of the defect notification should be sufficient to safeguard the warranty deadline. The trader is nevertheless responsible for the full burden of proof for all prerequisites for claims, in particular for the defect itself, for the point in time when the defect was found and for prompt due notification of the defect.
3. We will only recognize a notice of defects when it is submitted in writing. Defect notification/complaints made to field or transport staff or any other third parties do not constitute a due and proper defect notification.
4. Where a complaint about a defect is justified and a replacement delivery is required, the provisions made for the delivery time apply accordingly. Where the defect is to be remedied through reworking we are to be granted an adequate period of at least 3 weeks to fulfill this.
5. The existence of a properly notified defect that has been established as such and was already present at the time of the passing of risk entitles the customer with the following rights:
  1. In the event of defects, the customer has the right to demand a replacement. The form of the replacement is our choice: either by repairing/replacing the defect or a new delivery.
  2. The right to decide if there should be a new delivery of the goods or rectification of the defect is made at our sole discretion. Moreover we have the right to make a second improvement if the first improvement fails and once more within the adequate time period. Only when the repeated improvements fail does the customer then have the right to withdraw from the contract or to reduce the purchasing price..
2. The customer shall only be entitled to claim compensation for damages or compensation for unnecessary expense if our duty to deliver merchandise free of defects was infringed intentionally or with gross negligence. He/she must provide evidence of the grounds for, and the amount of loss or damage incurred. The same applies to any fruitless expenditure.
3. The burden of proof for a defect rests with the customer.
4. The warranty regarding defects does not apply to damages incurred after the passing of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating means and chemical, electrochemical, electrical or atmospheric influences.
5. The limitation for compensation claims due to defects is one year after the delivery of the goods. This does not apply if we are to be accused of gross negligence or if we have caused bodily injury, damage to health or loss of life of the customer.
6. The warranty does not apply to defects resulting from the following cases: the contracting party used or applied accessory devices, or allowed work to be carried out by persons who are not authorized by us or the manufacturer, or that the subject of the contract is altered or extended by the customer himself or that the identification on the goods (barcode, or manufacturer's seal) is damaged unless the customer can prove that such alterations and extensions are not the cause of the defect. Should it not be possible to ascertain a notified defect after an examination, the customer, as long as he/she is a trader, is to carry the cost of the examination.
7. We are only liable for damages in case of defects when at least gross negligence on our part, or on the part of our legal representative or vicarious agents is attributed back to us. This limitation explicitly does not apply if, due to a gross negligence on our part, our lawful representatives or vicarious agents, a liability for damages to the body, life or health is established. To the extent that we have assumed the guarantee for any specific characteristic of the item sold for a fixed period of time, the above mentioned clauses concerning the duty of inspection, objection and the number of efforts to fulfill the contract do not apply.

#### **§ 8 PLACE OF FULFILLMENT, PLACE OF JURISDICTION**

German law applies exclusively. The place of fulfillment for all services arising from business dealings with the seller as well as the place of jurisdiction is the registered office of the seller as long as the buyer, not the user, is a registered trader, a legal entity under public law or a special asset body under public law.