

Take precedence over the general contractual terms (GCT)

1. Scope; other contractual terms

- 1.1 These contractual terms for the sale of hardware - hereinafter referred to as "SH" - apply for all legal transactions between the respective contracting company in the CONET Group - hereinafter referred to as "CONET" - and this company's contracting partner - hereinafter referred to as "Customer" -, on the basis of which CONET sells to the customer computer systems, IT infrastructure and/or other hardware components, hereinafter summarised as "hardware".
- 1.2 In addition to this, the general contractual terms (GCT) of CONET also apply.

2. Quality of the hardware, scope of delivery

- 2.1 The quality of the hardware and the operational environment approved for the hardware result from the respective product description and also from the operating instructions unless otherwise agreed.
- 2.2 An installation guide is generally delivered with the hardware. Operating instructions (user documentation or online help) is only supplied to the extent that is necessary for proper use. CONET can provide the customer with operating instructions and/or installation instructions on request unless this is unreasonable to the customer.
- 2.3 If the hardware contains software that is essential for it to function, the usage right the customer has to the software is restricted to its use together with the hardware. Other software is subject to separate regulations.
- 2.4 The hardware is installed and put into operation by the customer. If the customer requests this, CONET shall make an offer to carry out the installation.

All support services provided by CONET that are requested by the customer (in particular preparation for use, installation and demonstration of successful installation, introduction, training and consultancy) are remunerated by time spent unless expressly agreed otherwise. The contractual terms for services (TS) take priority for the provision of services of this type.

3. Prices, changes in price, delivery

- 3.1 The prices that are set out in the offer apply for one month from the calendar date of the offer. After this CONET can pass on any increase in the list price by the previous supplier to the customer no later than one week before delivery of the hardware.
In the event of an increase in price of this type, the customer can withdraw from the purchase contract to the to delivery of the hardware but no later than within one month of communication of the increase in price if the increase in price communicated exceeds 5% of the purchase price.
- 3.2 The risk transfers to the customer from the place of delivery. The customer shall transport the hardware fully at his own expense and releases CONET from any transport and handling costs.

4. Obligations and responsibilities of the customer

- 4.1 It is the customer's responsibility to create the conditions for operation and use (e.g. room, energy, air conditioning) that are needed for the operation of the hardware. The conditions for operation and use generally result from the contract, the product description or the instructions for use. Where there is no information in any of these sources, the customer shall ask CONET.
- 4.2 To the extent necessary for the implementation of the contract, the customer must grant CONET free access to the installation location, provide the necessary tools to an appropriate extent and communicate any useful information (e.g. about conditions for use or changes to the hardware).
- 4.3 The customer is responsible for the legal and contractual regulations for exporting the hardware.

5. Claims on the part of the customer in the event of any defects in the hardware

- 5.1 CONET shall ensure that when the hardware is used properly it will have the agreed quality (see Clause 2.1).
- 5.2 The limitation period for claims for defects in the hardware starts on delivery.
- 5.3 For legal defects Clause 8 of the GCT also applies.
- 5.4 For material defects Clause 7 of the GCT also applies in accordance with Regulations 5.5 to 5.7 below.
- 5.5 The customer is entitled to claim for defects only to the extent that the defects reported can be reproduced or evidenced by the customer in another way. Clause 4.3 of the GCT applies in particular when communicating defects.
- 5.6 If the customer is entitled to claim for defects, he first has a right to supplementary performance within an appropriate period of time. CONET shall choose whether to provide supplementary performance by remedying the defect or by delivering new hardware. The customer's interests will be taken into account in this decision to an appropriate extent.
Ownership of parts of the hardware which are exchanged as part of the supplementary performance transfers to CONET on exchange.
- 5.7 If the supplementary performance fails or cannot be carried out for other reasons, the customer can decrease the remuneration, withdraw from the contract and/or request compensation or reimbursement of expenses within the scope of Clause 9 of the GCT where the legal conditions exist for this.
The customer must exercise any right to choose that he has with regard to these claims for defects within an appropriate period of time, generally within 14 calendar days.
If the customer withdraws from the contract having been entitled to do so, CONET shall take the hardware back and pay back the purchase price paid by the customer less possible uses granted to the customer up to a maximum of the sale value of the hardware that is standard at the point at which it is returned. The possible uses granted are in principle calculated on the basis of degressive depreciation over a period of use of three years. Each party to the contract retains the right to provide evidence that a longer or shorter period of use should be used as a basis.
- 5.8 If there is any delay in supplementary performance by CONET, Clause 6.4 of the GCT applies to compensation and the reimbursement of expenses.