

OWS Germany – Terms and Conditions

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The terms and conditions in german language apply. For your convenience an english translation is made available. Although the translation is done correctly with the best knowledge of OWS Germany it can not be held responsible for any variation.

1. Application

1.1 Your use of the logit-online.de website ("the Website") and any agreement for the purchase of any goods or services from OWS Germany", "we" or "our") shall be in accordance with these terms and conditions and any other special or additional terms and conditions on the Website which are referred to and intended to apply to particular goods and services .

1.2 In the event of any conflict between these terms and conditions and any other special terms and conditions that may apply to various goods and services featured on the Website these shall apply in the following order:

- (a) any special or additional terms and conditions that are specified for any particular good or service; then
- (b) these terms and conditions; then
- (c) any other provisions expressly included as part of these terms and conditions.

2. Contractual parties

OWS Germany shall only enter into an agreement for the supply of goods or services with Customers who:

- (a) are not under any legal or mental disability preventing them from entering into an agreement, and
- (b) are at least eighteen years old.

Any reference to a "Customer" or "you" in these terms and conditions shall be taken as a person who meets these criteria of this clause. If you do not satisfy this criteria, then we expressly reserve the right immediately and without notice to rescind any agreement with you.

3. Description of Goods and Services

OWS Germany will always use its best efforts to ensure that the description of goods and services offered on the Website are accurate, complete and up to date and that the goods and services comply with their description. In the event that there is an error, omission, inaccuracy or misdescription of the price or the nature or the availability of the goods and services offered on the Website, we expressly

reserve the right to correct such an error and will then inform you of this. In such an event, you may either choose to proceed with the purchase of the goods and services in accordance with the amended details provided by us or elect not to proceed with the order. If you elect not to proceed with the order, we will rescind the agreement and return all amounts you have paid in relation to that order.

4. Formation of Agreement and Returns Policy

4.1 The Customer accepts that the information for the goods and services on the Website are an invitation to the Customer to make an offer to purchase them based on these terms and conditions and the other information on the Website. By using the Website to order goods and services, you are offering to purchase them once upon acceptance of the offer by OWS Germany. An agreement to purchase only comes into existence when OWS Germany confirms its acceptance of the Customer's order of the goods or the services or both by e-mail or on despatch of the goods or services, whichever is the earlier.

4.2 The parties agree that the sale of any goods shall constitute a sale by sample. The Customer shall have the right to return the goods within fourteen days of their delivery. For the purpose of calculating this time limit, it shall be sufficient for the Customer to send the goods back to OWS Germany within that fourteen day period. The returns policy shall only apply to goods that have not been used or damaged. If used or damaged goods are returned we shall not be under an obligation to accept these and may return them to you at your expense. The risk in returning any goods shall be with the Customer. In the event that the Customer has returned goods within the time limit then OWS Germany shall provide a refund of the purchase price. OWS Germany reserves the right to deduct from the refund any bank charges incurred as a result of the transfer of the moneys back to you.

4.3 The returns policy shall not apply to the following goods :

- cables; consumable material;
- products which are custom-made according to customer specifications or are positive tailored to the personal needs of the customer

4.4 The returns policy in this clause 4 shall not apply to goods or services offered on its Website which have additional or special terms and conditions. The returns policy shall also not apply if the nature of the

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Website www.logit-online.de
E-mail support@logit-online.de

goods or services offered clearly make the returns policy inapplicable.

The returns policy will also not apply to:

- (a) books, if their wrapping has been opened or if they were downloaded;
- (b) individual goods configured or manufactured to the Customer's specification or any other articles that have been assembled or installed by the Customer;
- (c) batteries, rechargeable batteries, cables, luminescent or fluorescent materials, semi-conductors or such similar articles;
- (d) special orders such as replacement articles that have been specifically obtained for the customer;

4.5 Replacement of goods

In the event that we are not able to deliver the goods after we enter into an agreement with you because the goods are no longer available or cannot be delivered for legal reasons, then we reserve the rights either to offer you goods or services of a similar quality and price or to rescind the agreement.. In such an event, OWS Germany will notify you of this on the invoice which will also include the details of the replacement goods and their price and give to you the option to proceed with the purchase of the replacement goods or to return them at OWS Germany's cost and shall refund to you all monies paid for the replacement goods once they are returned to OWS Germany.

5. Delivery

5.1 Delivery of all goods shall be at your cost. The risk in the goods shall ~~pass to you immediately it first leaves our premises. We will take out an insurance policy for items sent to you for which we will charge you 0.85% of the order value.~~

5.2 Unless expressly stated otherwise all indications of delivery times are estimates only. OWS Germany shall not be liable for any loss or damage of any kind suffered by the Customer as a result of the late delivery of any goods.

6. Price

6.1 The invoice issued by us will detail the price for the goods and services, the cost for packaging and freight, and any other items such as insurance and VAT.

7. Title in goods

We shall retain ownership of all goods delivered to you until all amounts due are paid in full. If the goods are exchanged at any time, the parties agree that ownership in such exchanged goods shall pass back to OWS Germany when the Customer receives the replacement goods.

8. Warranty

8.1 OWS Germany warrants that, at the time of sending, the goods will be free of material faults that would diminish their value or marketability or limit their intended use. This excludes minor or cosmetic faults.

8.2 The goods purchased by the Customer may include a guarantee issued by the manufacturer. So far as OWS Germany is able, it will provide the Customer with the benefit of such a guarantee.

8.3 Given the technical nature of the goods, the Customer shall immediately upon receipt of the goods check them for completeness and condition and shall, within seven days of delivery, notify OWS Germany of any faults, failing which the Customer shall have no further recourse against OWS Germany for such faults. In the case of a fault in any goods that could not, in OWS Germany's reasonable opinion, be detected within this period, then the Customer is to inform OWS Germany of such a fault within the further warranty period.

8.3 The warranty period shall be a period of one year after the goods are sent by OWS Germany.

8.4 A group or a large number of goods ordered on the Website may be delivered in instalments. In the case of an incomplete or partial delivery, OWS Germany undertakes to deliver any outstanding goods immediately they become available. For the avoidance of doubt, OWS Germany's failure to deliver all of the goods in an order at the same time shall not entitle the Customer to rescind its agreement.

8.5 OWS Germany reserves the right to repair or to replace any faulty or incomplete goods. In the event such repair or replacement is not to the reasonable satisfaction of the Customer, then the parties may negotiate a reasonable reduction of the purchase price or may rescind the agreement to the extent that it applies to faulty or incomplete goods.

8.6 For the avoidance of doubt OWS Germany shall be bound by any express descriptions or warranties

made in relation to any goods featured in its catalogue or Website.

8.7 Unless expressly agreed with the Customer in writing, the warranties in this section shall apply to individual goods ordered on the Website. A fault in any part or component of the goods shall only entitle the Customer to seek the replacement or repair of the faulty part(s) or component(s) of such goods.

8.8 The warranty in this section shall not apply if the goods are faulty due to improper use, accidental or wilful damage or fair wear and tear.

9. Indemnity

9.1 OWS Germany accepts liability to the extent that it results from the negligence of OWS Germany or its employees for (i) death or personal injury without limit, and (ii) physical damage to or loss of the Customer's tangible property up to the amount of [EUR13,000] in respect of each incident or series of connected incidents.

9.2 OWS Germany will not be liable to the Customer for any indirect or consequential loss, damages, cost or otherwise of any kind whatsoever and howsoever caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings. OWS Germany will not be liable for the usefulness of the goods or their effect on the Customer's other activities or business.

9.3 Subject to the provisions in this Agreement, OWS Germany's total liability to the Customer pursuant to clause 9 (whether in contract, tort (including negligence) or otherwise) will not at any time exceed in aggregate an amount equal to the price to the Customer of the goods or service that gave rise to the liability and any costs of returning such goods to OWS Germany.

9.4 If the Customer suffers loss of data as a result of faulty goods provided by OWS Germany, then OWS Germany will be liable for such a loss only if the Customer can demonstrate that it has saved or backed up its data on a daily basis.

10. Protection of personal information

10.1 OWS Germany warrants and you agree that the information provided by you in relation to the ordering of the goods and services on the Website

will only be processed, stored and used to fulfil your order and to enable OWS Germany to carry out its own market research. In the event that you object to the ongoing use of personal information by OWS Germany, you may at any stage request its immediate deletion by sending a mail to International Sales; Donato-Polli-Str. 52; 91056 Erlangen; Germany.

10.2 OWS Germany will not use the customer's personal data in any manner contrary to the use specified in clause 10.1

11. Jurisdiction

11.1 This agreement between the parties shall be governed by German law and shall be subject to the exclusive jurisdiction of the German Courts. The UN-convention about contracts of international trade of 4/11/1988 shall not apply.

11.2 So far as is permissible at law, the interpretation of clause 11.1 shall act so as to exclude all laws other than German law which may apply by virtue of the Customer's residence, provided always that this clause shall not operate so as to exclude any local laws relating to consumer contracts.

12. General

12.1 The Customer shall not have any right to set off or withhold any amount due to OWS Germany unless such an amount is undisputed or determined at law.

12.2 Notwithstanding anything to the contrary, this agreement and delivery of any goods shall be taken to have been effected immediately the goods leave OWS Germany's business premises. Payment is only deemed to have been received by us once it is recorded in our bank account.

12.3 If a court decides that any part of these terms and conditions or the agreement between the parties is now valid or cannot be enforced, that part will not apply. All other parts of these terms and conditions and the agreement between the parties will continue to apply.

12.4 The place of jurisdiction is Nuremberg, Germany or any other legal place of jurisdiction of OWS Germany's choice if the Customer is a merchant in the sense of the German commercial code or a statutory corporation of the public law.