

# General Terms and Conditions (GTC) - Manikin of the ETD company, owner Robert W. Berwick, hereafter referred to as ETD.

## Art. I Applicability, terms of contract, and termination

The ETD Company adheres to the following general terms and conditions, in accordance with which ETD will furnish the delivery of products (including software) and services. Any regulations or verbal additional agreements made by the buyer which deviate from these require written confirmation in order to be effective. Changes in orders as well as additions will only be recognized if they are in writing, and only if ETD has confirmed them either in writing or in an electronic format. All resulting costs are the responsibility of the buyer. Receipt of the product or service is considered as an acceptance of these conditions. The customer cannot impose its own business or purchasing terms and conditions by any confirmations to the contrary. Technical and general differences that may arise in respect to the data in brochures, catalogues, and other written materials, as well as the model, construction, and material differences in the course of fabrication, are subject to change, and we are not accountable for such deviations. The customer may rescind the contract by returning the product within two weeks or by submitting a written document (or by e-mail). It is hereby specified that, if necessary, ETD may retain any amount that has diminished in the worth of the product. The right to return materials does not apply to audio or video recordings (such as CDs, video cassettes, DVDs) or software that has been opened by the customer, nor does it apply to products that were obtained online (such as downloaded software), or to special products, products that have been altered, or individual-assembly products. Apart from these instances, our return guarantee is applicable.

## Art. II Prices

Prices indicated in the supplier's offer remain valid on the condition that the customer's orders remain unchanged within 6 weeks of the customer's initial order. The prices at the time of order confirmation are final, plus the respective value added tax (legally imposed VAT). In the case of delivery to a third party, the customer is considered the client, so long as no other express agreement was made. The supplier's prices do not include value added tax. Net price applies only for industry, trade, commerce, and comparable institutions, as well as to free occupations. The contractor's prices are to satisfy the ETD Company. They do not include packaging, freight, postage, insurance, and other transportation costs. If a delivery time of more than 4 months is agreed upon, ETD's prices at the time of the delivery are applicable.

## Art. III Product characteristics

Deviations in design, packaging, or technical characteristics in the products supplied by ETD are retained.

## Art. IV Minimum purchase order value

For cost reasons, the minimum purchase order value for orders within Germany is 15.00 EUROS. This excludes spare parts we furnish with our supplied products. The minimum purchase order value for products exported abroad is 50.00 EUROS.

## Art. V Usage, author, and patent rights - Software Programs

For standard programs, the customer acquires a basic, non-exclusive right to use. Copying the material is unauthorized, except for the sole purpose of generating a back-up copy, which is expressly permitted. Modifications or adaptations to the program are only permitted if they lie within the scope of intended uses of the program. The company name, copyright notes, or other notes regarding rights reserved within the program may not be changed, and any altered forms of these are not authorized. Network usage requires a special license. The buyer will inform us immediately in writing if s/he has been charged with a violation of commercial protection and copyrights by a product supplied by our company.

## Art. VI Due dates and payment/ Purchase and invoice, default

- A. Payment is due in full immediately upon receipt of the invoice (i.e. payments are due immediately upon receipt of the delivered product). A possible cash discount agreement of 2% is granted only upon express written agreement and does not include freight, postage, insurance, or other transportation expenses. If in the instance of discount agreements the purchase price is not paid by the eighth working day following the invoice date, then the cash discount agreement expires. The invoice is issued on the day of the delivery, partial delivery, or stock availability (default in acceptance). Exchanges or cheques are accepted only for payment in accordance with special agreements and as payment without any cash discount. The client is responsible for discounts as well as expenses. They are to be paid immediately. Payment against the invoice is only possible for customers who are at least 18 years of age. The shipping address and home address must be identical and lie within Germany. Exceptions are subject to arrangement with ETD. Upon payment of invoice, ETD will verify the buyer's data and maintains the right to, with just cause, exchange data with other enterprises (economic information). The result of the verification process will only influence the method of payment, and not the supply itself.

### Cash on delivery

Upon request, we also will provide cash on delivery shipments. You only pay the minimal monetary transmission fee in accordance to the actual postal delivery conditions to the postal worker who delivers you the package for a cash payment. In this case, you don't have to worry about an on-time payment. Note: A cash on delivery slip also serves as a payment receipt.

- B. In the case of unusual advance payments, appropriate pre-payments may be required.
- C. If the fulfillment of the payment agreement concerning a contractual relationship is endangered because a client's degraded financial situation becomes apparent, then the supplier reserves the right to freeze the delivery of any products that have not yet been issued. The contractor also retains these rights, which are based on the same legal relationship, if the client has delayed payment for the supplies.
- D. If the client is late in making a payment, then ETD is entitled to demand interest at a value of 5% above that of the Central European Bank's basic interest rate. If these delays have demonstrated a higher degree of damage to ETD, then ETD reserves the right to make claims to them. Assertion of further damage caused by delay in payments is therefore effectual.

## Art. VII Delivery/ Shipment Procedures

- A. The shipment/ delivery takes place from ETD's storage location in Hittfeld, Lower Saxony, to the shipping address within Germany indicated by the customer. Information regarding delivery times is not binding, in so far as the date of delivery is not guaranteed. However, items in stock are usually dispatched within 24 hours. If a date agreed upon in writing cannot be met, ETD still has the opportunity to deliver it within 30 days. The customer does not have a right to terminate the contract.
- B. For delivery to other countries, please request an estimate (for manikin: at E-Mail export@h-point-manikin.de, for hunting at export@jagen-hunting.de and for others: at export@etd.net). The export information contains no references to the import regulations of different countries.
- C. If the supplier has committed itself to a shipment, then it will perform it with the utmost care. However, the supplier is only responsible for any undue negligence. The responsibility is transferred to the client once the product is in the hands of the customer; this is applicable even if freight-free delivery has been agreed upon. If the commodity is to be seized from the customer, the customer is responsible for care of the product.
- D. If ETD's supplier does not supply the company with the product, ETD will accordingly not deliver the product. The customer is informed immediately of the fact that the ordered product is not available, and the purchase price will be immediately refunded.
- E. ETD retains the right to make partial deliveries.

- F. Return of a surplus of goods or incorrectly ordered goods can only take place according to agreement. (Request RMA number (Return of Unsatisfactory Article from ETD).
- G. Delivery dates are only valid if they have been expressly confirmed by the supplier. If the agreement has been finalized in writing, confirmation of delivery in writing will also be required.
- H. If the customer's equipment is delayed, then the customer will grant the supplier an appropriate grace period. If dissatisfaction persists, the customer may withdraw from the agreement. Art. 361 BGB remains unaffected.
- I. In the case of deliveries abroad, the customer must supply all documentation that ETD requires for import/ export.

## Art. VIII Submissions

All submissions to the ETD Company are to be made delivery free. The customer bears the cost of an incomplete or unpaid for return (an authorized return costs a lump sum of 30.00 Euros).

## Art. IX Demonstration versions

Any and all articles supplied for test purposes (hardware and software, including data media and documentations) are the property of ETD. They are to be handled with care and returned to ETD when requested. (Usage restrictions may not be switched off or circumvented). The customer may not make these programs and documentation available to a third party without our written consent, nor distribute or re-sell our hardware.

## Art. X Return Policy

- A. **Return rights**  
You can return your product, no questions asked, within 2 weeks. This period begins at the earliest with the receipt of the product and this policy. Only with unpackageable products (such as bulky goods) can you explain your return through textual return requests, including letter, fax, or e-mail. The return policy does not apply to packaged products or software if the package seal has been broken, and it also does not apply to downloads. Individualized products and/or personalized licenses or supplies, special productions, altered commodities, and individually assembled installations are also outside the scope of the return policy.
- B. **Return procedures**  
In the instance of a valid return, the mutually received services/works are refunded, with any necessary amounts deducted. The customer should inspect the item carefully and thoroughly. If use has rendered the item unfit for selling again as "new," the consumer is responsible for the depreciation in value.
- C. The consumer is responsible for the cost of the return, so long as the supplied article corresponds to the one ordered and the price of the returned article does not exceed € 40.00; and if you purchased the product at a higher cost but failed to furnish the returned item in the designated amount of time, or if you broke a part of the contract.

## Art. XI Ownership rights

- A. ETD remains the proprietor of the furnished product until the customer has paid for the article in full.
- B. The following regulations are applicable only for mercantile commerce: Until the customer has paid all amounts due in full to the provider by the date indicated on the invoice, the supplied product remains the property of the supplier. The client is entitled to resale of the product only in the normal course of business. The buyer then disassociates the supplier from any resale. The supplier hereby accepts this transfer. In case of delay of default, the supplier may recall any retired demands from the debtor. If the value of the existing collateral for the supplier exceeds 20%, the supplier may contact a third party for collection.
- C. In the case of processing or adapting by the supplier of the standing goods in its property, the supplier is to be regarded as the manufacturer in accordance with Art. 950 BGB and retains at every point of the process absolute ownership of the products. If third parties are involved in the processing, the supplier is limited to a co-ownership portion at the value of the invoice amount for the product in reserve. As such, the acquired ownership is considered as reservation property.
- D. The customer must keep the product subject to reservation to title in commercially-suitable condition for ETD, and is responsible for any costs related to protecting it sufficiently from fire, theft, and other risks. The customer relinquishes ETD from any responsibility for the insurance of the goods with this agreement. ETD accepts this transfer.
- E. In case of delay in payment or a foreseen payment cessation on the part of the customer, ETD reserves the right to obtain the goods subject to reservation to title that is in the customer's possession. The customer must permit the ETD employees authorized with the collection of the commodity onto the business premises during office hours, even without previous appointment.

## Art. XII Installation

Installation of hard- and software by ETD takes place only on the basis of a separate agreement for remuneration.

## Art. XIII Complaints, guarantees, warranties

- A. The client must ensure that the supplied commodity meets the terms of the agreement, as well as any pre- and intermediate products. The buyer is obligated to examine the commodity we supply immediately upon arrival, and to indicate any damage, defects, or complaints in writing within five working days to ETD. Without punctual examination and notification within this period, the client's warranty claim expires, and the defect is not recognized. If operating or service instructions are not obeyed, the products are altered by the customer, parts are replaced or the warranty stickers are removed, the guarantee is void. The customer must request an RMA number from ETD for the unsatisfactory goods and assume the responsibility of sending it to ETD. ETD reserves the right to improve or exchange the unsatisfactory product. Improvement requests are to be placed in writing and must contain detailed specifications of what is unsatisfactory about the product.  
The following agreement with the buyer is explicitly made:  
"The buyer assumes all responsibility for returning an unsatisfactory product to ETD, but ETD will reimburse the buyer for the cost of transport for the return to the buyer."
- B. **Returns**  
All returns that the buyer makes must be submitted with an RMA number (Return of Unsatisfactory Article). The buyer may choose the method of credit disbursement: as a credit, a wire transfer or a bank cheque. For a defect that merits a complete exchange, the product is to be returned in its entirety. This includes cables, manuals, data media, and the packaging. If any one of these elements is absent, ETD is entitled to withhold 20% of the purchase price from the disbursed return credit. For any other damages, the supplier may calculate an additional working damages fee that is a lump sum of 30.00 Euros.
- C. As long as ETD takes those described administrative measures for the recovery of the defect or the exchange, and as long as there have not been two previous, failed attempts of compensation and improvement, the customer does not have the right to demand a remuneration or a cancellation of the contract.
- D. Provided that the ETD product has been properly installed, the customer will test it immediately, signing a statement declaring that it functions properly, if necessary.

- E. Complaints about the product/software are permissible only within five working days after receipt of the commodity. Hidden defects which are not apparent upon immediate examination must be validated within the permissible guarantee period. For the goods that we supply, we operate with a warranty that is in accordance with legal regulations, beginning at the time of delivery of the product. Depending on the product and manufacturer, these are of different duration (the guarantee time/ manufacturer guarantees are usually noted on the warranty). ETD is excluded from liability for damage and performance losses, e.g. losses arising from the use of a program, unless the damage is due to a negligent violation of the agreement on the part of ETD. The buyer is solely responsible for the correct storage and the correct usage of the supplied product. A defect in one part of the supplied product does not entitle the buyer to make a complaint in regards to the entire supply, unless the buyer returns the delivered and partial goods immediately. ETD's guarantee is limited to our decisions regarding reworking or replacement. If the rework or replacement by ETD fails, the buyer may choose to either receive a reduction or remuneration or a cancellation of the contract.
- F. If the buyer requires the reworking or improvement to take place in a designated location, we can meet this demand, and the cost for spare parts is not calculated in accordance with this guarantee, while work time and travel expenses are to be paid to meet our standard requirements. If the improvements remain inadequate after a sufficient period, the buyer can choose either a reduction or remuneration or cancellation of the contract.
- G. If the customer requires a new supply of a defect-free product, he is responsible for the restitution of the unsatisfactory commodity and to indemnification in accordance with the value; beyond that, he must recompense the value for wear and tear. So long as the supplier does not prove a higher than normal amount of use, the remuneration is in accordance with the following values:  
 from one to three months 10% of the list price  
 from three to six months 20% of the list price  
 from six to twelve months 30% of the list price  
 from twelve to twenty-four months 50% of the list price.  
 Contractual requirements for compensation, in particular for the replacement of defect damages, are impossible. This non-liability does not apply to the deliberate or roughly negligent injuries on the part of the supplier or its representative parties, only to instances where damage is based on circumstance.
- H. Each buyer is solely responsible for determining whether the product they intend to order from ETD is compatible with their own computer system.
- I. Guarantee is void if the defect is based on inappropriate treatment, alteration, or wear from overuse of the product/ software.
- J. **Software/Plug-Ins (Plugins)**  
 As agreed, the condition of the software is considered the usefulness of the program system in accordance with ETD's published descriptions and at the time of the distribution to the customer valid program description. Furthermore, the parties hereby agree that the program has been examined and implemented on a test basis; and that the program packet on the company's server has been verified for customer download. If the customer is an entrepreneur, they may not use the commodity in public promotions or advertisements. In this respect, ETD can give no guarantees. Other guarantees do not apply.  
 ETD has no liability and makes no guarantee in regards to the desired performance or functionality that the customer may have in regards to an EDP system. Guarantees are impossible for free downloads. The customer is well aware that software producers regularly implement updates and patches available for free download, and these are not free of defect. The customer is responsible for the installation. Therefore, ETD has no liability and makes no guarantee for any defects resulting from these well-known problems ETD is also not legally liable for any direct or indirect damage that arises from defects or improper usage of the product. The customer is responsible for adhering to the software license regulations.
- K. With justified objections, the customer is entitled to replacement of the product and/or improvements and re-working of the product not exceeding the value of the ordered product, and to any parts missing from the product or any part that has been compromised by negligence on the part of ETD or one of its acting parties. The same applies in the case of a request for reworking or replacement. In the case of delayed, defective, or absent reworking or replacements, the customer may request remuneration or termination of the contract.
- L. For the execution of the work, we take over the customary engineering guarantee; i.e., we replace any incorrect documents free of charge. Further replacement agreements are not possible and preclude any further charges.

#### **Art. XIV Liability/Defect warranty**

- A. As a matter of principle, the supplier is liable only in so far as the damage has resulted from deliberate or negligent mishandling.
- B. In all other respects, the following regulations apply to the liability of the supplier for negligent practices: Claims for damages because of defects or of active violation of the contract. In all other cases, ETD is not to be held liable, apart from circumstantial or defects. Claims for damages because of delay are limited to the value of the listed price at the time that the order was placed.
- C. Managing limitations of liability apply to the same extent for the supplier's representative parties. Managing limitation of liability does not apply, in so far as the cause of the damage is based on negligence or personal injury. Furthermore, it does not apply if the customer refers to the product liability law Art. 1.4.
- D. In terms of mercantile commerce, the supplier is responsible for damage that has been caused by deliberate or negligent mishandling.
- E. Managing limitations of liability do not apply to offences committed against contractual obligations, as far as reaching the agreement's end is not endangered.
- F. If there is a defect in the product purchased from ETD, the buyer can request a defect removal or replacement. If ETD is not able to compensate the buyer within an appropriate period of time for the goods, then the buyer has the choice to demand an appropriate reduction in the purchase price or to withdraw from the contract and require reimbursement for damages.
- G. So long as the customer does not present any new claims that differ from his/her initial complaint, the customer is no longer entitled to make further claims. ETD is not responsible for any damage that did not arise from the delivery of the article; and ETD is in particular not to be held responsible for the customer's loss of profit or any other financial damages.
- H. In all cases wherein ETD is liable, ETD's liability does not exceed that of the damage that is in evidence to ETD.
- I. The period of limitation amounts to twenty-four months, beginning with the supply of the product.

#### **Art. XV Services incl. fee-based consultation services**

So long as no fixed price has been previously agreed upon, the list price at the time of purchase will be considered valid

#### **Art. XVI Passwords (Online-Shop)**

The customer is obligated to keep their customer number and password (online shop) secret and inaccessible to any third party. The customer is responsible for any abuse of their entry data.

#### **Art. XVII Data security**

As a matter of principle, all personal data is treated with the utmost confidentiality. The customer agrees that, for the purposes of collection, ETD may collect and process any personal data necessary for the implementation of the order and/or for the registration to ETD's e-mail notification service. This internal data is acquired only in accordance with legal regulations (for examination of credit standing as well as for the enactment of the contract). The customer expressly allows ETD to acquire, process, and use personal information.

#### **Art. XVIII Periodic work**

Contracts involving continuous work can be terminated any time beginning from 3 months.

#### **Art. XIX Copyright**

The buyer is solely liable if, by way of their order, particular copyrights of a third party are violated. The client exempts the supplier from all obligations the third may have in regards to copyright violation.

#### **Art. XX Imprint**

The customer may use the product in an advantageous way to his/her company with the consent of the supplier. The supplier can refuse this agreement if it is against its prevailing interests.

#### **Art. XXI Exports, customs inspections, permissions**

Exported ETD products are subject to the partial restrictions of the export inspection specifications of the USA and the Federal Republic of Germany. The customer agrees to follow the restrictions communicated by the ETD Company. The export of our commodities into non-EEC countries requires our written consent, though this does not replace the customer's obligation to be up-to-date on any official export licenses.

#### **Art. XXII Other matters**

- A. These conditions remain individually valid or valid in combination. Ineffective regulations will be replaced with regulations that come as close as possible to serving the same function as the deleted, ineffective condition.
- B. Changes in these conditions, as well as certified instructions, must be placed in writing.

#### **Art. XXIII Area of jurisdiction**

The area of jurisdiction is, if the client is not a full buyer in the sense of the HGB or in the inland conditions, where the customer is located, for any disputes, including those relating to bank cheques. Only German Law is applicable to the contractual relations. UN purchase rights do not apply.

#### **Art. XXIV Salvatori clause**

Even if some of the conditions described become ineffective, the remaining conditions do not lose their validity. The ineffective regulation will be replaced with a regulation that approximates its function as closely as possible.

Last updated: Hittfeld, 16 April, 2005.