

1. Application:

Sales of our products are governed exclusively by the following terms and conditions, even if we fail to refute contrary purchasing terms of the customer in individual cases. Even if previously objected to, our general terms and conditions are deemed to be recognised by the customer without reservation when delivery of our products is accepted. Contrary terms are ineffective without our prior express written consent. Our terms and conditions also apply to all future business transactions with the customer.

2. Offers and prices:

Orders placed in addition to and outside of any fixed price agreement will be charged at our standard rate.

3. Dispatch and transfer of risk:

Unless the order confirmation contains a provision to the contrary, delivery is ex-works from UK. Dispatch is carried out at the expense and risk of the customer.

4. Delivery dates:

You are required to inspect all goods and notify us in writing of any shortage damage defect or other non-conformity with the Order within a reasonable time from delivery. In most cases, and unless otherwise agreed by us, we would expect to be within 3 days of your receipt of the goods or, in the case of late or non-delivery, 3 days of the due date for delivery. If you fail to do so, or if you fail to return to us or allow us to collect the relevant goods, you will be deemed to have accepted the goods as having been delivered in accordance with the Order.

If an agreed delivery date is not met and the customer allows a reasonable additional period of grace to no effect, the customer is then entitled to withdraw from the contract. The customer is only entitled to claim compensation for damage or loss if the default is attributable to wilful intent or gross negligence. Such claims are limited to 50% of the damage or loss incurred. Fulfillment of our supply commitments is conditional on the timely and proper performance of the customer's obligations.

5. Payment, offsetting, retention:

In the case of late payment, default interest at a rate of 5 percent points p.a. above the base interest rate which the Bank of England publishes. If we can prove that the damage or loss is greater than this, we are entitled to claim this. If, after confirmation of the order, circumstances come to our attention that justifies doubts about the creditworthiness of the customer or the customer is in arrears with other liabilities, we are entitled to make the delivery of this and further orders conditional on payment in advance. The customer is only entitled to offset counterclaims that are recognised by declaratory judgment, or which are undisputed or recognised by us. The customer has no right of retention based on disputed counterclaims. Payment is to be made within the standard payment term; 30 days from the date of invoice.

6. Retention of title:

Goods supplied (goods subject to retention of title) remain our property until complete payment of the purchase price. The transfer of control of the goods delivered by us to the end customer in the case of foreign deliveries only takes effect when the goods have left England, in accordance with paragraph 3 & England VAT Act www.legislation.gov.uk

7. Factoring:

If the customer is supplied on account, we will transfer the claim from the invoice to National Westminster Bank, 30 Wellington Street, Hants. GU11 1EB, as part of a factoring agreement. Invoices and credits will be passed on to About Face Solutions Factoring Bank. This does not apply to customers who are supplied by credit card/PayPal or pre-payment.

8. Information and advice, Internet:

All payments are to be made in full to About Face Solutions Ltd. Bank details may be found on the respective invoices. All written and verbal statements about the suitability and possible applications of our products are made to the best of our knowledge. They represent only our findings through experience, however, and do not constitute promises. On the contrary, the customer must carry out his own tests to ensure the suitability of the products for the intended purpose. Information from our brochures, technical documents and internet site are subject to errors and technical changes, which do not reduce the overall practical value of the product, as well as colour deviations. Specifications change without notification to the customer.

9. Warranty:

The goods supplied must be promptly inspected by the customer with regard to quantity and quality, and any complaints must be notified without delay. If the item purchased contains a defect for which we are responsible, we are entitled at our own discretion to repair the defect or supply a replacement. If we are not willing or able to do so, or the repair or replacement is not satisfactory, the customer is entitled at his own discretion to withdraw from the contract or demand a reduction in the purchase price. We do not give the rights of repair or replacement for insignificant defects. In the absence of a contrary provision hereinafter, further claims by the customer for whatever legal reason

are excluded. We are therefore not liable for damage or loss apart from the actual item supplied. We are not liable for lost profit or other financial losses of the customer. This restriction of liability does not apply if the cause of the damage or loss is attributable to wilful intent or gross negligence, or if the customer has a claim for damages for non-performance as the result of the absence of a promised characteristic. The liability for culpably caused physical damage is not limited. We are liable for bodily injuries or property damages on privately used objects in compliance with the product liability code. All warranty claims are dropped if modifications to the goods supplied are carried out by third parties or the goods are processed. The warranty excludes defects resulting from improper use, including the use of unsuitable accessories or unsuitable materials. Warranty claims expire 12 months after delivery of the goods.

10. Returns and refunds:

Returns will be subject to a 15% charge of the original cost plus delivery charges that have been incurred by About Face Solutions Ltd. It is the responsibility of the customer to return purchases in pristine condition in its original box. The customer is wholly responsible for the return delivery and safe return of the goods. Goods received back incomplete or in a damaged or used condition will be returned to you and not refunded. A POD will also be required for goods returned before we can issue a credit. Bespoke and pre-printed goods cannot be returned unless they are deemed faulty.

11. Restriction of liability/statute of limitation:

In the absence of contrary provisions in the above, all liability, including in particular liability for faults in conclusion of the contract, non-performance or defective performance, and liability for consequential or indirect damage or loss, is excluded. For the loss of data and programs, or their recovery, we are also liable only to the extent specified in Paragraph 10, and only insofar that this loss would not have been avoidable through appropriate precautionary measures taken by the customer, in particular the creation of backup copies of all data and programs, as well as the execution of "accuracy checks". All claims of the purchaser are subject to a statute of limitation of 12 months. In case of wilful or fraudulent behavior or claims according to the product liability code, the legal time limits apply.

12. Copyright tax:

If the invoice does not contain an explicit reference to the copyright levy for a specific device or storage medium, the purchaser shall release About Face Solutions from claims from a copyright collective for copyright levy for the products he purchased from About Face Solutions. In the event that a copyright collective files a claim against About Face Solutions, the purchaser is obliged to pay About Face Solutions the copyright levy which About Face Solutions paid for the products that were purchased by the purchaser, as well as to refund any further damages incurred by About Face Solutions, including all reasonable costs for legal defence.

13. Demo devices:

If products or materials are supplied to a contractual partner on loan or for trial ("demo devices"), they remain the property of About Face Solutions. About Face Solutions has the right to demand the return of the demo devices at any time within ten days. If the contractual partner fails to comply with this obligation, the products are deemed to have been purchased at the list price that was valid on the day of the deadline.

14. Obligation of access data confidentiality and monitoring:

The customer is obliged to keep their access data in the form of the users name and password secret, and to protect them against unauthorised access by third parties. He is also responsible for the confidentiality of the access data by employees and will instruct his employees accordingly. The customer shall notify About Face Solutions immediately if he suspects or confirms unauthorised use of his access data.

15. Liability of the customer for unauthorised use of access data:

The customer is fully liable for damage caused to About Face Solutions by the unauthorised use of his access data if and insofar as the customer culpably violates his aforementioned obligation to monitor and keep his access data confidential.

16. Data protection:

15.1. The parties are obligated to comply with applicable data protection laws, including the Federal Data Protection Act and the EU Data Protection Regulation (EU Regulation 2016/679), when processing personal data of the other party. 15.2. If we process personal data as a processor on behalf of the customer in the context of deliveries or services, special regulations from the Order-related Data Agreement are applicable in addition to these General Terms and Conditions.

17. Miscellaneous:

Failure by About Face Solutions to exercise rights does not constitute a waiver of such rights. The ineffectiveness of individual provisions does not affect the binding nature of these General Terms and Conditions in other regards.