

## GENERAL TERMS AND CONDITIONS OF LUIS TECHNOLOGY GMBH

### 1. General information, scope

- 1.1 These general terms and conditions (hereinafter 'T&Cs') shall apply to all contracts concluded between ourselves, LUIS Technology GmbH, Hammer Deich 70, 20537 Hamburg, Germany, registered in the District court of Hamburg's Commercial Register Division B under the number 139177, VAT ID No.: DE304114776, Managing Directors: Dr Matthias Feistel, Martin Groschke, Dr Moritz Kübel, and you as our customer, in regards to goods and services we present in our online store <https://luis.technology> (hereinafter 'online store'), via our sales catalogues and advertising brochures and otherwise. Our T&Cs shall apply irrespective of whether you are a consumer, trader or merchant. The version of these T&Cs in force at the time of conclusion of the contract shall be authoritative..
- 1.2 For the purposes of these T&Cs, a consumer shall be any natural person concluding a legal transaction for purposes which cannot be predominantly attributed to his or her commercial or independent professional activities (§ 13 BGB (the German Civil Code)). For the purposes of these T&Cs, traders shall be natural persons, legal entities or partnerships with legal capacity acting in the performance of a commercial or independent professional activity when concluding a legal transaction (§ 14 para. 1 BGB (the German Civil Code)), as well as legal entities under public law or public separate estates.
- 1.3 Please direct any queries, communications and statements directly to our customer centre using the contact details below.

**LUIS Technology GmbH**  
**Hammer Deich 70**  
**20537 Hamburg**  
**Germany**

Telephone: 0049-(0)40-8972784-0

Fax: 0049-(0)40-8972784-15

Email: [service@luis.de](mailto:service@luis.de)

- 1.4 Any agreements concluded between you and ourselves shall arise in particular from these T&Cs, our confirmation of receipt and our declaration of acceptance.
- 1.5 Any deviating, opposing or supplementing general terms and conditions of your own shall only become part of the contract if we have agreed to their validity in writing, and only to the extent we have agreed to. An explicit objection to your general terms and conditions shall not be required. These T&Cs shall apply exclusively, even if we make an unconditional delivery in the knowledge of your own deviating, opposing or supplementing general terms and conditions.

### 2. Conclusion of contract

- 2.1 Any presentation and promotion of our goods and services takes place entirely without obligation and does not constitute a binding offer on our part. For your part, you shall only submit an offer for the conclusion of a sales contract for the goods and services ordered when submitting an order either through our online store (see also section 2.2) or by letter, telefax, email or telephone, and you shall subsequently be legally bound to that offer for a period of two (2) weeks after its submission. Any right of cancellation available to you pursuant to the following section 3 remains unaffected.

- 2.2 To begin with, put the goods and services you wish to purchase in our online store into your shopping basket. You can amend the number of items or completely remove individual goods or services from the basket at any time. Next, click on 'Checkout'. You will be prompted to enter your email address and further delivery details. Click on 'Next' to choose a payment option and enter any information required. From this page, you can also return to your shopping basket or review the details you have entered and make amendments if needed. You can also correct any input errors by moving back to a previous page in the order process. You automatically terminate the order process if you close your browser window. By clicking the 'ORDER' button, you are submitting a binding offer pursuant to section 2.1. However, your offer can only be submitted and transmitted if you check the box labelled 'I hereby agree to the terms and conditions, including the cancellation policy' and the box labelled 'I hereby agree to the privacy policy', indicating your acceptance of these contractual conditions (which can be accessed by clicking the relevant buttons) and making them a part of your offer.
- 2.3 We will immediately send you an email to confirm receipt of your binding offer in our online shop. The email will summarize your order and may be printed out using the 'Print' function. This confirmation of receipt does not constitute a legally binding acceptance of your order, unless it includes an explicit confirmation of acceptance in addition to confirming receipt.
- 2.4 A contract shall only have been concluded once we have accepted your order, either by way of a declaration of acceptance (order confirmation) or by shipping the ordered goods. Either together with the declaration of acceptance (order confirmation) or in a separate email, but by the time of shipping the ordered goods at the latest, we will send you the contract details (consisting of our invoice including your order details and our T&Cs) on a durable medium (email or hardcopy). The contract text is saved in compliance with data privacy requirements.
- 2.5 If we are unable to fulfil your order, for example because the goods ordered are not in stock, we will not issue a declaration of acceptance. In that case, no contract shall be concluded. We shall in that case immediately refund any consideration already received.
- 2.6 The contract shall be concluded in the German language.

### **3. Right of cancellation**

- 3.1 As a consumer, you have a right of cancellation in accordance with statutory law.
- 3.2 Information on the conditions, time limits and procedures applicable to the exercise of your right of cancellation, the cancellation form template and information on the costs you will have to bear for returning the goods in case of cancellation is available for you here:

#### **Cancellation policy**

##### Right of cancellation

You shall be entitled to cancel this contract within fourteen days without giving reasons. The cancellation period is fourteen days beginning with the day on which you, or a third party nominated by you other than the carrier, have or has taken possession of the last goods. To exercise your right of cancellation, you must inform us,

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of your decision to cancel this contract by way of an unequivocal declaration (e. g. in a letter sent by mail, by telefax or by email). You may use the cancellation form template attached. However, use of this form is not mandatory. The cancellation period shall be deemed to have been observed if you notify us of exercising your right of cancellation prior to expiry of the cancellation period.

#### Consequences of a cancellation

If you cancel this contract, we shall be obliged to refund you for all payments we have received from you, including for delivery costs (with the exception of any additional costs arising due to your choice of a delivery option other than the most cost-efficient standard delivery offered by us), without delay and at the latest within fourteen days from the day we have received the notification of your cancellation of this contract. This repayment shall be made with the same payment method you have used in the original transaction, unless otherwise agreed between you and us. You will not under any circumstances be charged a fee for this repayment. We may refuse to make a repayment until we have received the returned goods, or until you have provided proof of having returned the goods, whichever occurs first. You shall be obliged to return or deliver the goods to us without delay and in any case within fourteen days from the date you have notified us of your cancellation of this contract. The deadline shall be deemed to have been observed if you send the goods prior to expiry of the fourteen-day period. All direct costs of returning the goods shall be borne by you. You shall only be obliged to cover any loss in value of the goods if such loss in value is due to your handling of the goods for any purpose other than to inspect its quality, features and functionality.

#### **Cancellation form template**

(Should you wish to cancel the contract, please complete and return this form.)

To  
**LUIS Technology GmbH**  
**Hammer Deich 70**  
**20537 Hamburg**  
**Germany**

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- - I/We (\*) hereby cancel the contract I/we (\*) have concluded for the purchase of the following goods (\*)/the provision of the following service (\*)

.....

.....

- Ordered on (\*)/received on (\*)

.....  
- Name(s) of the consumer(s)

.....  
- Address(es) of the consumer(s)

.....  
- Signature(s) of the consumer(s) (only if the notification is sent as a hardcopy)

.....  
- Date

.....  
(\*) Please delete as applicable

#### **4. Prices and payment terms**

- 4.1 Unless specified otherwise in individual cases, all price quotations in our online store, our sales catalogues, advertising brochures and other sales materials shall be gross prices that include the statutory sales tax (value added tax, VAT). Any additional costs, in particular shipping costs, shall be quoted separately. A detailed schedule of the shipping costs we charge is available in the PAYMENT & SHIPPING section in our online store. Should we fulfil your order in partial deliveries in accordance with section 5.2, you shall only incur shipping costs for the first partial delivery. Any additional costs incurred due to specifically requested express shipping will be charged in addition to the regular shipping costs.
- 4.2 If goods are shipped to Germany, your choice of payment options for the purchase price and shipping costs includes advance payment, credit card, cash on delivery or any of the further payment methods we offer. For public institutions, we additionally offer payment by invoice. We reserve the right to limit these payment methods when shipping goods abroad. Please find further information and details on the available payment methods in our online store in the PAYMENT & SHIPPING section. We shall not grant a cash discount. Bankers' drafts cannot be accepted. Any cash on delivery fees shall be borne by you.
- 4.3 Invoices shall be payable immediately upon receipt by you and shall be settled without discount.

#### **5. Delivery terms and transfer of risk**

- 5.1 The delivery date shall be agreed on an individual basis respectively shall be confirmed by us upon order acceptance at the latest. Otherwise, we shall deliver as soon as possible, at the latest within circa four weeks. Goods and services marked in our online store as 'available immediately' shall be delivered within circa five working days, unless different delivery terms have been agreed. The delivery date shall be calculated from the time of our declaration of acceptance.
- 5.2 Delivery shall take place from our registered office (Hammer Deich 70, 20537 Hamburg, Germany), which shall also be the place of performance for the delivery and of any supplementary performance. We shall ship the goods to a different

destination at the customer's request and expense. Unless otherwise agreed, we shall be entitled to choose the type of shipping (in particular the shipping company, shipping route and packaging) at our discretion. We shall be entitled to make partial deliveries as long as this is reasonably acceptable to you. Unless agreed otherwise, goods shall be shipped to the delivery address provided in your order. If you are a trader, the shipping risk shall be borne by you. For consumers, the transfer of risk shall only occur once the goods are delivered.

- 5.3 Should we be unable to meet a binding delivery date for reasons outside our control (hereinafter 'unavailability of service'), we shall promptly notify you of this circumstance and at the same time advise you of the expected new delivery date. Should the service remain unavailable at the time of this new delivery date, we shall be entitled to withdraw from the contract in whole or in part. In such a case, any consideration already received shall be promptly refunded. Unavailability of service for the purposes set out herein would apply in particular in case of failure by our partners, toll manufacturers or suppliers to make a timely delivery to us if we have concluded a congruent transaction to cover your order, if the unavailability is no fault of our own or if, in individual cases, we are under no obligation to procure the goods.
- 5.4 Delivery shall be subject to the following restrictions: We shall only ship to customers who habitually reside (with invoice address) in one of the countries listed in our online store in the PAYMENT & SHIPPING section.

## **6. Retention of title**

- 6.1 We reserve the right to retain our title to the goods delivered until all receivables under the sales contract, and in case of delivery to traders additionally all receivables under the ongoing business relationship, have been paid in full.
- 6.2 Any goods still subject to our retention of title shall not be pledged to third parties nor assigned as collateral until the secured receivables have been paid in full. You shall immediately inform us in writing (fax or email shall be sufficient) if an application to open insolvency proceedings is submitted or if a third party seizes the goods still subject to our retention of title (e. g. by way of a garnishment). Unless the third party is in a position to refund the judicial and extrajudicial costs of a lawsuit pursuant to § 771 ZPO (the German code of civil procedure) to us, you shall be liable for any loss we incur.
- 6.3 In accordance with legal provisions, we shall be entitled to withdraw from the contract and to demand the return of any goods still subject to our retention of title if you breach this contract, and in particular if you fail to pay the purchase price due.
- 6.4 You shall be obliged to treat any goods still subject to our retention of title with due care and to insure any goods still subject to our retention of title with a replacement value of more than EUR 5,000.00 at your own expense against theft, fire and water damage for an amount adequate to cover the replacement value.
- 6.5 As a trader, you shall be entitled to resell any goods still subject to our retention of title as part of your regular business activities, and to adapt and process such goods. You hereby assign your receivables arising from the resale of goods still subject to our retention of title as well as such receivables arising in connection with the goods still subject to our retention of title for any other legal cause against your customers or against third parties (in particular claims arising due to unlawful acts and insurance claims), including all current account balance claims, to us with immediate effect and in full. This assignment shall be effective regardless of whether the goods still subject to our retention of title are resold without or following adaptation or processing. You shall retain the authority to collect your receivables even after the assignment, provided we do not rescind that authority. Our power to collect these receivables

ourselves shall remain unaffected. However, we shall not collect the receivables nor rescind the authority as long as you meet your payment obligations using the proceeds received, are not in default for any payment and in particular as long as no application to open insolvency proceedings has been submitted in respect of your assets.

- 6.6 Any adaptation, processing or modification you perform on the goods still subject to our retention of title shall always be performed on our behalf. Should any goods still subject to our retention of title be processed in combination with other items in which we have no title, we shall acquire a joint ownership in the new article, corresponding to the proportion between the value of the goods still subject to our retention of title and the value of the other processed items at the time of processing. This shall apply equally in case of a permanent mixture, amalgamation or blending. If such mixture, amalgamation or blending results in your own contribution being deemed the main product, you shall transfer joint ownership in this product to us in an equivalent proportion. We hereby accept that transfer with immediate effect. As such, you shall have custody of our solely owned assets or jointly owned assets created in this manner.
- 6.7 We hereby transfer to you all receivables assigned to us and all ownership transferred to us under this section 6 with immediate effect and pursuant to the conditions set out in the above section 6.1; You hereby accept the assignment respectively the transfer.
- 6.8 We undertake to release the collaterals due to you at your request, provided their value exceeds the receivables to be secured by more than 20%.

## **7. Warranty**

- 7.1 In accordance with applicable legal provisions, we shall be liable to consumers for any material or legal defects of the goods delivered. The limitation period for claims due to material or legal defects is two years, beginning from the delivery date of the goods.
- 7.2 In accordance with applicable legal provisions, we shall be liable to traders for any material or legal defects of the goods delivered, unless otherwise provided below. Under our warranty, we will at our own discretion either rectify the defect or replace any materially or legally defective goods. Notwithstanding § 438 para. 1 No. 3 BGB (the German Civil Code), the general limitation period for claims arising from material or legal defects is one year from delivery. Special legal regulations governing limitation periods (in particular §§ 438 para. 1 No. 1, No. 2 438 para. 3, 444 and 445b BGB (the German Civil Code)), claims made under consumer recourse and claims in accordance with section 9 remain unaffected. Claims for defects raised by a trader are subject to that trader having fulfilled the statutory duty to examine and notify any defects (§§ 377, 381 HGB (the German Commercial Code)). Any examination of items that, in accordance with their character and purpose, are to be installed in or on other items, must take place at the very latest prior to such installation. In case of a resale of the goods, you shall be obliged to impose the same duty to examine on your contractual partner, who shall additionally be obliged to impose such duty to examine on any other, further customer in the supply chain, who in turn shall be obliged to impose such duty on any subsequent customer of such goods (including, in each case, the obligation to impose such duty on each further subsequent customer).
- 7.3 Any warranty we may offer for specific goods shall apply in addition to claims arising due to material or legal defects pursuant to the above sections 7.1 and 7.2. The extent and further details of such warranties are set out in the warranty terms and conditions pursuant to section 8.

## 8. Product warranty

- 8.1 Due to our strict quality standards and quality assurance processes and unless agreed otherwise, we offer a warranty period of 48 months from invoice date for our LUIS camera, monitor and driver-assistance systems, guaranteeing a quality of our products that ensures faultless image capture by the camera as well as faultless image processing and image transfer between camera and monitor (product warranty). Any faults arising due to installation or other services provided shall not be covered by the product warranty.
- 8.2 In case of a warranty claim, we shall, at our own discretion, either repair or replace the affected products. The product warranty covers any replacement parts installed during a rectification and any subsequently delivered replacement products. The warranty period of 48 months from the invoice date shall not be extended in such a case.
- 8.3 In case of a warranty claim, workshop and installation costs shall only be borne in the usual amount (the applicable flat rates are available from LUIS on request), exclusively for work performed by official LUIS installation partners or contractors or by ourselves, and only in individual cases subject to our prior written (fax or email shall sufficient) agreement to this cost transfer. Any costs for replacement vehicles, transport of vehicles, overnight stays etc. arising in case of a warranty claim shall not be covered.
- 8.4 To claim under this product warranty, you must deliver or send the affected goods together with a written notification and description of the fault (fax or email shall be sufficient) and a copy of the original invoice to our customer centre at

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with the proviso that you must send the fault notification and description immediately upon occurrence of the fault.

- 8.5 Any return for the purpose of assessing whether a claim under the warranty is justified shall be subject to validation by LUIS and an application by email to [service@luis.de](mailto:service@luis.de). The goods in question may only be returned following agreement and quotation of an RMA number by LUIS. If we request the return of goods from you in response to your notification of a defect, we shall bear the return costs within the European area up to an amount of EUR 49.00. Any return costs in excess of that amount may be borne by us in individual cases if the return incurs exceptionally high charges and without giving rise to any entitlement to such a cost transfer. Otherwise, goods shall be returned at the customer's expense.
- 8.6 Claims under this product warranty shall not arise in case of defects caused by accident, wanton or malicious damage, misappropriation, theft, robbery, unauthorised use, the immediate impact of storm, hail, lightning, earthquake, flood, fire, explosion, modifications of any kind or any use other than the intended use; Furthermore, claims under this product warranty shall not arise if unsuitable consumables are used, in case of excess voltage or overheating or if the manufacturer's instructions contained in the operating manual are not observed. Furthermore, claims shall be subject to proof that installation was performed by an official LUIS installation partner or

contractor, a registered car mechanic nominated by us or by ourselves, and, in the case of wireless systems, subject to proof that the image quality had been tested prior to starting the installation.

## **9. Liability**

- 9.1 We shall be liable to you for damages or compensation of futile expenditure in all cases of contractual and noncontractual liability for intent and gross negligence in accordance with statutory law.
- 9.2 In other cases, and unless provided otherwise in section 9.3, we shall only be liable for negligent breach of a contractual obligation that is required to be fulfilled for the proper performance of the contract and on the adherence to which the customer may normally rely (a so-called cardinal duty), and our liability in such a case shall be limited to compensation of the foreseeable and typical damage. In any other case, any liability on our part shall be excluded subject to the provisions set out in section 9.3.
- 9.3 These exclusions and limitations of liability shall not apply if we have fraudulently concealed a defect or if we have explicitly accepted a warranty, and shall also not apply to damages arising due to injury to life, body or health or in case of conflicting mandatory provisions of the law. The provisions of the product liability act shall remain unaffected.
- 9.4 Insofar as our liability for damages is excluded or limited, this shall also apply to our legal representatives and other vicarious agents.

## **10. Prohibition of assignment, offsetting and retention**

- 10.1 You shall not be entitled to assign your rights under this contract to third parties in whole or in part without our prior written approval (fax or email shall be sufficient).
- 10.2 Furthermore, you shall not be entitled to offset against our claims, unless your counterclaims have been legally established or are undisputed. You shall also be entitled to offset against our claims if you are exercising notices of defects or counterclaims under the same sales contract.
- 10.3 You shall only be entitled to exercise a right of retention if your counterclaim arises from the same sales contract.

## **11. Final provisions**

- 11.1 We hold trademark rights to any labels, images, movies and texts published in our online store. Any use of such labels, images, movies and texts is subject to our express written consent.
- 11.2 We shall be entitled to list you as a reference customer in our list of references, on our website and in further advertising and information material, including the display of your company logo, unless you are a consumer or place your order as a natural person. You shall be entitled to object to this at any time and without giving reasons, whereupon we will deplete any existing physical material and refrain from naming you or displaying your company logo in future.
- 11.3 The laws of the Federal Republic of Germany shall apply exclusively with the exception of the uniform UN Sales Convention (CISG). If you have placed your order as a consumer and your habitual residence at the time of placing that order was abroad, any mandatory legal provisions of the country of your habitual residence shall continue to apply regardless of the choice of law stipulated in clause 1.

- 11.4 If you are a merchant with registered offices in Germany at the time of placing your order, or if you are a legal entity under public law or a public separate estate, the exclusive place of jurisdiction shall be Hamburg, Germany. Other than that, the local and international jurisdiction shall be governed by statutory law.
- 11.5 Dispute resolution: The EU commission has established an internet platform for online dispute resolution. The platform serves as a point of entry for the out-of-court resolution of disputes concerning contractual obligations arising from online sales contracts. Further information is available here: <http://ec.europa.eu/consumers/odr>. We are neither prepared nor obliged to take part in a dispute resolution procedure before a consumer arbitration board.
- 11.6 Should individual provisions of these T&Cs be invalid, the validity of the remaining provisions shall not be affected.

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