1. Scope of Validity / General Terms and Condition of the Customer

The following General Terms and Conditions, which are printed on the reverse of this invoice, as well as the terms of payment, warranty, return conditions, if any, shall become effective. The Customer shall bear all the costs of any correspondence and the forwarding of the invoice. All payments are to be made to SHARP Germany within ten days after the date of the invoice. SHARP reserves the right to withdraw from the contract if the payment is not made by the due date. If the payment is not made within the due date, SHARP shall be entitled to charge interest on the overdue amount at the statutory interest rate. The Customer shall be entitled toVRT the right to rescind the contract or to assert claims for the defect of the contract, if the Customer has fulfilled or will fulfill all requirements of the contract. Any claim for damages by the Customer for delay shall only be limited to cases where SHARP has acted in negligence or was grossly negligent. The Customer shall bear all the costs of any correspondence and the forwarding of the invoice. All payments are to be made to SHARP Germany within ten days after the date of the invoice. SHARP reserves the right to withdraw from the contract if the payment is not made by the due date. If the payment is not made within the due date, SHARP shall be entitled to charge interest on the overdue amount at the statutory interest rate. The Customer shall be entitled toVRT the right to rescind the contract or to assert claims for the defect of the contract, if the Customer has fulfilled or will fulfill all requirements of the contract. Any claim for damages by the Customer for delay shall only be limited to cases where SHARP has acted in negligence or was grossly negligent. The Customer shall bear all the costs of any correspondence and the forwarding of the invoice. All payments are to be made to SHARP Germany within ten days after the date of the invoice. SHARP reserves the right to withdraw from the contract if the payment is not made by the due date. If the payment is not made within the due date, SHARP shall be entitled to charge interest on the overdue amount at the statutory interest rate. The Customer shall be entitled toVRT the right to rescind the contract or to assert claims for the defect of the contract, if the Customer has fulfilled or will fulfill all requirements of the contract. Any claim for damages by the Customer for delay shall only be limited to cases where SHARP has acted in negligence or was grossly negligent.

2. Conclusion of Contract, Period of Obligation

2.1 The purchase of Information Display Systems is concluded by Individual Sales Contracts. These sales contracts are concluded by the customer's written purchase order and SHARP's written acknowledgment of order or acceptance of the purchase order. The product name, model number, quantity, price, delivery date of the Information Display Systems as well as the delivery address.

2.2 The Customer shall – unless otherwise stated in his purchase order – be tied for two (2) weeks to his purchase order.

2.3 SHARP's supply obligation shall be subject to self-sufficiency.

2.4 If any export license or permit is required for the export of the Information Display Systems, SHARP will send out an order confirmation but the Individual Sales Contract shall come into effect only when such export license or permission has been obtained. The Customer agrees to check whether the order is acceptable and to notify SHARP of the shipping date. If the shipment of Information Display Systems as set forth in the Individual Sales Contract is delayed such delay shall not result in a breach by SHARP of the Individual Sales Contract, provided, however, that SHARP will ship the Information Display Systems as soon as practicable after obtaining such license or permission. If an export license or permission is not granted or granted only if SHARP fulfills certain obligations or conditions, SHARP cannot be held liable for the delivery of the product.

2.5 If the Customer has to furnish a bank guarantee as security, the bank guarantee has to be issued in favor of SHARP. The forwarder's receipt of delivery shall be treated as notification of the delivery to the customer. The Customer shall carry out an incoming inspection and shall notify SHARP of the result. If any lot is rejected, the notification must include detailed information of replacement, even if SHARP does not expressly exclude them.

3. Payment Periods

3.1 Unless expressly agreed otherwise, all payments are to be effected free our payment office in Hamburg by remittance 30 days after delivery. Alternatively, the customer can grant SHARP a SEPA Business to Business Direct Debit mandate. Collection of the direct debit shall be effected according to the method agreed. Invoices must be subject to current account discount rate agreed upon for all discountable amounts. The deadline for pre-notification shall be reduced to five days. The customer guarantees to provide the funds in the account. Costs incurred due to non-payment or non-acceptance of a payment shall be borne by the customer, provided that the non-payment or reversal was not caused by SHARP.

3.2 If the Customer has to furnish a bank guarantee as security, the bank guarantee has to be issued in favor of SHARP. The forwarder's receipt of delivery shall be treated as notification of the delivery to the customer. The Customer shall carry out an incoming inspection and shall notify SHARP of the result. If any lot is rejected, the notification must include detailed information of replacement, even if SHARP does not expressly exclude them. The going forward provisions shall apply mutatis mutandis if the Customer fails to perform any of his obligations or conditions, SHARP shall be entitled to withdraw from the Individual Sales Contract by sending a written notice to the Customer within ten (10) days after being informed about such obligation or condition.

4. Delivery Conditions, Delivery Dates, Delay

4.1 Unless the parties agree otherwise, the Information Display Systems are delivered C.I.F. Hamburg. The customer (purchaser) is responsible for payment of any taxes arising out of or in connection with the sales contract, including VAT, unless otherwise agreed. If the value of the invoice exceeds the amount of the current account relationship by more than 20%, we are responsible for the delay. The customer shall declare on our request within 2 weeks whether the customer cancels the contract due to the delay or on compensation. Whether the customer cancels the contract due to the delay or on compensation, the customer shall be entitled to receive replacement within (n extension of) the delivery guarantee period. If such failure extends for a period of more than 6 months, even if SHARP does not expressly exclude them, SHARP will ship the Information Display Systems as soon as practicable after obtaining such license or permission. If an export license or permission is not granted or granted only if SHARP fulfills certain obligations or conditions, SHARP cannot be held liable for the delivery of the product.
10.3 The Customer declares that it will not without the prior written consent of SHARP export the Information Display Systems outside the territory of the European Economic Area and countries associated with the E.E.A. SHARP shall only be entitled to refuse its consent in case of reasonable doubts that the Customer and/or its customer will not observe the applicable embargo regulations.

10.4 If the Customer fails to meet its embargo requirements, then SHARP shall be entitled
- to withhold or cancel outstanding orders; and
- if due to this reason the German authorities impose a fine on SHARP, to charge this fine against any fund or credit note.

11. Damages

11.1 We do not accept liability for damage caused by simple negligence, except if it is damage arising from physical injury or harm to life or health or serious organizational flaws or violation of significant contractual obligations.

11.2 In the case of the violation of significant contractual obligations our liability is, in the case of simple negligence, restricted to such damage, the occurrence of which we could reasonably foresee at the time of the conclusion of the contract.

11.3 For the replacement of data we shall accept responsibility only when the customer has ensured that these data are reproducible, in the sense of orderly data processing from data stock held in readiness in machine-readable form, with reasonable effort and expenditure.

11.4 Liability under the Product Liability Act is not affected by the above regulations.

12. Rights to use software
As far as the delivery (also) comprises the permanent provision of software, the customer shall acquire a non-exclusive, geographically and time-wise unlimited right of use for the use of the software. The program may only be copied for the purpose of the production of a program copy which is used for securing the program, unless a back-up copy is included in the scope of supply. Upon change of the hardware the software is to be deleted on the hardware used so far. The customer shall be entitled to sell the software or to give it away permanently to third parties, provided that the acquiring third party declares itself to be in agreement with the continued application of the above terms and conditions also in relation to him. In the case of passing-on the software is to be deleted on the hardware used by the customer and all program copies including any possible back-up copies are to be handed over to third party or diskettes not handed over are to be destroyed.

13. Data privacy
The customer’s data shall be subject to data processing for order handling and sales statistics.

14. Applicable Law, Jurisdiction

14.1 All supply transactions, including the Individual Sales Contracts made between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of goods.

14.2 In case of legal dispute the courts of Hamburg shall have exclusive jurisdiction.