

General terms and conditions of sale of Nexi Germany GmbH

1. Scope of application

- 1.1 These general terms and conditions of sale (hereinafter known as 'GTCS') apply to all sales contracts between the contract partner and Nexi Germany GmbH, Helfmann-Park 7, 65760 Eschborn, Germany.
- 1.2 All agreements between the contract partner and Nexi in connection with the purchase agreement ensue in particular from these terms and conditions of sale and the signed service agreement.
- 1.3 The GTCS apply as amended at the time the agreement is signed.
- 1.4 Terms and conditions of the contract partner which deviate from these GTCS are not accepted. This also applies if no explicit objection is made to the other terms and conditions.

2. Conclusion of the agreement

- 2.1 The presentation and advertisement of articles in the Nexi online shop or in other forms and/or brochures is not a binding offer to enter into a purchase agreement.
- 2.2 The contract partner places a legally binding order by sending a completed fax order form, a completed service agreement or a completed online registration form. The contract partner is bound by the order for three (3) weeks after it has been placed.
- 2.3 A contract only comes about when Nexi accepts the contract partner's offer by a written notice of acceptance (by post or email) or by de-livering the articles ordered.
- 2.4 If it is not possible to deliver the goods ordered by the contract partner – because they are not in stock, for instance – Nexi will not send a notice of acceptance. In this case, no contract comes about. Nexi will notify the contract partner without delay and reimburse any consideration already received without delay.

3. Delivery conditions

- 3.1 Nexi is entitled to make partial deliveries insofar as this is reasonable for the contract partner.
- 3.2 Deliveries will generally be made within ten (10) working days of receiving the order unless agreed otherwise.

4. Prices and transport costs

- 4.1 Unless stated otherwise, all prices are without tax. VAT at the statutory rate and any transport costs must be added.

5. Payment terms, offsetting and right of retention

- 5.1 The purchase price, plus VAT and transport costs, falls due in accordance with the payment terms of our invoice, which will be sent separately. If the contract partner has given us a SEPA direct debit mandate, Nexi will debit the entire amount from the contract partner's account.
- 5.2 The contract partner is not entitled to offset receivables vis-à-vis Nexi, unless the contract partner's counterclaims are undisputed or have been legally established. The contract partner is also not entitled to offset receivables against Nexi if the contract partner has given notice of defects or makes counterclaims under the same purchase agreement.
- 5.3 As purchaser, the contract partner may only exercise a right of retention if its counterclaim is based on the same purchase agreement.

6. Retention of title

- 6.1 The goods supplied remain the property of Nexi until the purchase price has been paid in full. The contract partner is to treat the goods to which title has been retained with care. The contract partner is not entitled to dispose of the goods until title has been transferred.

7. Warranty

- 7.1 Nexi is liable for material defects and defects of title to the goods supplied for a period of 12 months. The statutory period of limitations for defects begins with the delivery of the goods.
- 7.2 For batteries and mobile card readers, the warranty period does not apply to defects caused by normal wear and tear and the normal discharge of batteries or by their improper use by the contract partner.

8. Obligation to inspect for and notify of defects

- 8.1 The contract partner is obliged to inspect the purchased goods within five (5) working days of delivery, in particular to ascertain whether they are complete and not visibly damaged and whether they are in working order. Any defects identified or identifiable at this time must be notified to Nexi in writing within a further five (5) working days (notice of defects).
- 8.2 The notice of defects must contain a detailed description of the defects. Defects that are not identifiable during the course of the proper inspection described must be reported within five (5) working days of their discovery. If this inspection and notification obligation is not fulfilled, no warranty for defects is accepted with regard to the defect concerned.

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9. Liability

- 9.1 Nexi is contractually and extra-contractually liable to the contract partner in accordance with statutory provisions for damage or the reimbursement of wasted expenses in the event of deliberate acts and gross negligence.
- 9.2 In other cases, Nexi is only liable – unless provided for otherwise in 9.3 – for breach of a contractual obligation, the performance of which is necessary for the proper performance of the contract and which the contract partner as a customer is generally entitled to rely on (known as an essential obligation). Liability is limited to compensation for foreseeable and typical damages and may not exceed €1,000 for each case of damage. Notwithstanding 9.3, Nexi accepts no liability in all other cases.
- 9.3 Nexi's liability for damage to life, limb and health and under the German Product Liability Act (*Produkthaftungsgesetz*) is not affected by the aforementioned limitations and exclusions.

10. Copyright

- 10.1 Nexi has copyright to all the images, films and texts published in the Nexi online shop. The images, films and texts may not be used without the express written approval of Nexi.

11. Applicable law and place of jurisdiction

- 11.1 The sole place of jurisdiction for all disputes under or in connection with this contract is Frankfurt am Main.
- 11.2 German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).