## **Terms of Dialogic GmbH**

Scope: Our terms and conditions apply to all commercial transactions, in which we act as the seller, unless explicitly agreed upon differently.

**Warranty**: If the delivered goods are defective or lacks the assured properties, then the buyer is entitled to a replacement. In case of failure of the replacement, the purchaser may rescind the purchase or reduction of the purchase price. The warranty period is 6 months, the period begins from date of invoice. For any defects / damage caused by the following reasons, we do not warrant:

- -harmful environmental influences
- -Improper storage
- -faulty or negligent treatment
- -industry-standard-deviation

When supplies of machinery available to us prior to conversion to the right to repairs. For the right to repair or replacement further claims for damages for losses that are not caused to the object itself, from ensuring from positive breach of contract, culpa in contract negotiations, technical advice, and similar information service, unjust enrichment or fraud, or impossibility, delay, to fail or to fail to do the repair or replacement, we are only liable for intent or gross negligence of our institutions or our employees or agents or vicarious.

The aforementioned liability limitations also apply to our employees and agents. Our goods and services, including complaints of wrong are telling us in writing within one week of receipt of goods or provision of the service, in the presence of hidden errors within a week after the discovery of the error, if the customer is a merchant,

Delivery periods and deadlines are understood to technical production reasons, as the approximate dates, or dates. Supplies and services as a result of us not cease to circumstances over or be delayed, including operational disruptions, strikes, lockouts or transport or other specific unforeseen obstacles arise which entitle us or our suppliers, we provide in accordance with the contract or later completely or partially withdraw, without the customer therefore entitled to claim for damages. This applies even if those events occur in a time when we are in default.

Performance and jurisdiction - even to check and notes receivable is Munich. It is only the law of the Federal Republic of Germany.