

GENERAL TERMS AND CONDITIONS
of business
of TRUE Performance GmbH

I. General provisions

1. These General Terms and Conditions (hereinafter referred to as GTC) apply, unless otherwise agreed, in business dealings and are the basis and integral part of all contracts\agreement\offers concluded between True Performance GmbH (hereinafter referred to as True Performance) and its contractual partners (hereinafter referred to as the Customer).
2. Sale, delivery, assembly or other services rendered by True Performance shall be exclusive in accordance with the following GTC, which shall be regarded as having been accepted by the Customer upon the receipt of the goods/products or services. Opposing regulations have to be accepted by True Performance in writing.
3. All offers made by True Performance shall be subject to change without notice and shall not be binding. Written offers made by True Performance shall only serve as invitation to the Customer to submit a corresponding offer on his part. The drawings, technical data, technology description or other specifications belonging to an offer shall only be regarded as approximated values. The offers of True Performance are not binding. All offers will only be accepted by True Performance if they are confirmed in writing and signed by the Customer.
4. Any contradictory or deviating terms and conditions will be applied to the deliveries and\or services only if they are directly agreed by the contract/offer between True Performance and the Customer and shall have a priority only for specific corresponding deliveries and\or services.
5. In case if the Parties agreed to amend the Offer signed and accepted by True Performance, a new Offer shall be issued and signed. For avoiding doubts and discrepancy - version of the signed offer with later date shall be always considered as the only valid offer.
6. Unless otherwise agreed, the sales and services prices are stated at the Offer as well as the basis of the delivery. The prices given are net prices and are payable in addition to the legally applicable taxes. Any return consignments of goods not accepted by the Customer shall be for the account, and at the risk of the Customer, providing that True Performance is not responsible for the return consignment.
7. Partial delivery shall be allowed, unless they are unreasonable to accept for the Customer.
8. If dispatch or shipment is delayed at the Customer's request by more than one month after notice of the readiness was given, the Customer may be charged for storage costs.
9. Where the Customer fails to fulfil its duties, including failure to make payments due, True Performance shall be entitled to withdraw from the contract and take back the goods in the case of continued failure following expiry of a reasonable time limit. If the equipment has already been used by the Customer True Performance shall consequently be entitled to have his expenses reimbursed in line with normal rent payable for the amount of time the equipment has been used.
10. If default is attributable to True Performance and the Customer can prove that it has suffered a loss thereof, the Customer may claim a compensation of 0,5% for every completed week of default but in no case more than a total of 5% of the price of that part of delivery.
11. Any claim for damages and reimbursement of expenses the Customer may have, based on whatever reason, shall be excluded.
12. The mentioned above shall not apply in the case of mandatory liability, e.g. – under the Law, in the case of intent, gross negligence, death, injury of body or health.
13. Transfer of risks.
 - a. Where the delivery has been agreed freight free, the risk shall pass to the Customer as follows:
 - i. If the delivery does not include assembly, at the time when the delivery is shipped or picked up by the carrier.
 - ii. If the delivery include assembly, at the day of taking-over of the works or, if so agreed, after a fault-free trial run.
 - b. The risk shall also pass to the Customer if dispatch, shipment, start of assembly, the taking over or the trial run is delayed for reasons attributable to the Customer or if the Customer has otherwise failed to accept the delivery.
14. The Customer shall have the non-exclusive right to use standard software, provided that it remains unchanged, is used within the agreed performance parameters, and with respect to the agreed equipment. No express agreement shall be necessary for the Customer to make one back-up copy.
15. Force Majeure. True Performance shall not be liable in cases of force majeure, hardship or other causes beyond its control. Such causes may particularly include fire, floods, earthquakes, mobilization, war (weather declared or not), civil commotion or riot, embargo, delay or denial of import licenses, restriction in granting of personal entry and exit permits, shortage of transport, goods and services or restriction in the power supply, etc.

II. Payments

1. Amounts to be paid by the Customer shall be payable on the date or event specified in the offer/contract/other agreement. True Performance will be entitled to demand a deposit or prepayment irrespective of the Customer's terms and conditions of business.
2. True Performance will be entitled to offset payments made by the Customer against older debts. If costs and interest have already been occurred, to offset payments made against the costs first, then interest and finally against the main account.
3. Any late payment shall be subject to True Performance's costs of collection (including reasonable attorneys' fees and costs) and shall also bear interest at the rate of one and one-half percent (1.5%) per month (or part thereof) or, if lower, the highest rate permitted by applicable law, until paid. True Performance reserves the right to assert a further claim for damages incurred.
4. True Performance shall be entitled to make the entire debt payable if the Customer either fails to honour his payment obligations or defaults, or if the Customer discontinues with the payment of instalments or if an application is filed to instigate, insolvency proceedings on his assets.

III. Terms and conditions of sale

1. The delivered goods shall remain the property of True Performance until all accounts created by the business relationship including all subsidiary claims have been paid in full.

2. Should a defect in the goods arise within the warranty period, True Performance shall replace or repair the defective part if the defect is notified in time. The warranty period is stated at the Offer and shall begin on the date of delivery. The part to be repaired shall normally be repaired at True Performance's premises, having been returned by the Customer. Regardless of the technology of the LED pixel, all defective LED pixels at the LED screen or its fragment, which is received for repair by True Performance, are subject to repair. In the event that the malfunction is caused by mechanical damage or any other misuse of the product, warranty repairs are excluded.
3. The Customer must notify the defect in writing immediately upon receipt of the goods and within a week of delivery at the latest. The defective parts delivered are to be kept ready for inspection by True Performance in the condition in which they are in at the point in time at which the defect was notified. A breach against the above obligation shall invalidate any warranty claim asserted against True Performance.
 - a. The arrangements in the above regulations shall not apply for used equipment supplied without a warranty.

IV. Assembly

1. Unless otherwise agreed in writing, assembly shall be subject to the following provisions.
2. The Customer shall provide at its own expense and in good time:
 - a. All earth and construction work and other ancillary work outside the scope of True Performance, including construction materials and tools.
 - b. The equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants.
 - c. Energy and water at the point of use including connections, heating and lighting.
 - d. Suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the personnel, including sanitary facilities.
 - e. Protective clothing and protective devices needed due to particular conditions prevailing on the specific site.
3. The Customer shall take all measures he would take for the protection of its own possession to protect the possessions of True Performance and of the personnel at the site.
4. Prior to assembly works, the materials and equipment necessary for the work to start must be available on the site and any preparatory work must have advanced to such a degree that assembly can be started as agreed and carried out without interruption.
5. If assembly or commissioning is delayed due to circumstances beyond the True Performance's control, the Customer shall bear the reasonable costs incurred for idle times and any additional travelling of True performance's personnel (subcontractors).
6. The Customer shall have no claim with respect to expenses incurred in the course of supplement performance and/or changes in the performance due to the Customer's request, including costs of travel and transport, labour and material, etc.
7. The scheduled completion of works and services requires that the Customer properly complies with his obligations including the agreed payment terms. True Performance shall have a right to extend the schedule where the obligations of the Customer are not met in time or in case of force majeure.
8. The Customer shall not employ True Performance personnel for any work outside the scope of contractual obligations without first having obtain prior written approval of True Performance.
9. For works and services rendered during normal working hours the standard rate shall apply. For hours in excess of the normal

weekly working hours as well as for work during the night or on weekends or holidays the supplemental rates shall apply.

V. Care Services

1. Site access

The Customer hereby grants to True Performance, True Performance's Affiliates and True Performance's subcontractors physical access to the sites as may reasonably be required to perform the Care Services, and the Customer agrees to make available such working spaces and facilities at the sites as may reasonably be required for the performance of the Care Services.

2. Exclusions from Care Services on the basis of the warranty

It is expressly understood that True Performance is not obliged to provide care services free of charge if such services are required as a result of or in connection with one or more of the following:

- a. any breach of Customer's responsibilities including financial obligations;
 - b. a Force Majeure event;
 - c. damages or modifications to the equipment caused due to incorrect usage by the Customer or a third party;
 - d. any modification or removal of a serial number or other identifying mark or any attempts thereof other than by True Performance's authorized personnel or with explicit written authorization of True Performance;
 - e. any damages of destructible security seal;
 - f. actions or attempts to move, reinstall, repair, maintain or modify the equipment by any party other than as explicitly authorized by True Performance;
 - g. assembling, operation and handling of the equipment in a manner deviating from the recommended practices of the operation and maintenance manuals provided by True Performance;
 - h. failure to maintain prescribed environmental conditions or external electrical parameters;
 - i. any detrimental effect caused by network elements or software which is not part of the equipment delivered by True Performance;
 - j. software used or installed on equipment other than installed by True Performance and not originating from or licensed by True Performance or his subcontractor.
3. For any equipment affected by the above-described exclusions, True Performance agrees on request of the Customer to provide a quotation for the terms and prices it would offer to perform such services.

VI. Final provisions

1. These General Terms and Conditions comes into force from the date of signing and shall apply to all deliveries and services provided by True Performance – weather provided to the Customer in a hard copy or published on the official site of True Performance - <https://www.trueperformance.eu/>
2. The Law of the Federal Republic of Germany shall apply to all contracts and deliveries unless otherwise agreed by the parties.