

## General Terms and Conditions Applicable to the ezeep Hub

### 1. Area of Application/Scope

- 1.1 Unless agreed otherwise in writing, the following General Terms and Conditions (the “GTC”) apply to any and all offers, quotes, and deliveries of the ezeep Hub by ThinPrint GmbH, Alt-Moabit 91a, D-10559 Berlin, Germany, ThinPrint Inc, 3858 Walnut St. Suite 130, Denver, CO 80031, USA or ThinPrint Australia, Level 12, Plaza Building, Australia Square, 95 Pitt Street, NSW 2000 Sydney, Australia, together referred to as “ThinPrint”, “we” or “us”. ThinPrint herewith rejects any third parties’ General Terms and Conditions which might have been presented to ThinPrint in a confirmation or any other way.
- 1.2 ThinPrint may modify these GTC from time to time and shall inform you hereof in writing. If you do not object to the modifications within 1 month upon receipt of the notification, the modifications shall be deemed accepted by you. ThinPrint shall indicate such effect in the notification.

### 2. Renting of ezeep Hub/s

- 2.1 Rented ezeep Hub/s will remain ThinPrint’s property.
- 2.2 The ordered number of ezeep Hub/s will be sent by ThinPrint either via a shipping company or one of the ThinPrint branches. Unless otherwise agreed, you will bear the shipping costs and any applicable customs costs.
- 2.3 Unless we and you agree on a fixed rental period, the rental subscription automatically renews itself for the same consecutive rental period, until either you or we cancel the rental subscription, or you have returned the ezeep Hub/s. If we and you agreed on a fixed rental period, no cancellation is required, and the rental period ends on the agreed date.
- 2.4 If the rental fee for ezeep Hub/s is not paid within 60 days, we will invoice you and you agree to pay a non-return fee for the relevant number of ezeep Hub/s at the then current list price in addition to the outstanding rental fee. The rental agreement for these ezeep Hub/s will end with the payment of the non-return fee.
- 2.5 After 5 (five) years of consecutive renting the ezeep Hub/s, you may at no charge exchange the ezeep Hub/s for a newer version. You shall bear the shipping costs and custom costs for the exchange of the ezeep Hub/s.

### 3. Return of ezeep Hub/s

- 3.1 ezeep Hub/s must be returned within 60 days after the rental period ends.
- 3.2 If we did not receive the ezeep Hub/s within 60 days after the rental period ends, we will invoice you and you agree to pay a non-return fee for the relevant numbers of ezeep Hub/s at the then current list price.
- 3.3 An ezeep Hub is considered returned when it was delivered to one of ThinPrint’s offices and its rental subscription was identified by ezeep.
- 3.4 You may choose to which ThinPrint office to return the ezeep Hub/s.
- 3.5 You bear any arising return costs. This includes but is not limited to shipping costs and customs fees.

### 4. Firmware Updates

ThinPrint shall provide Firmware Updates for the ezeep Hub. Such Updates will be published on the websites of ThinPrint and may be downloaded at no additional cost. ThinPrint specifically recommends to regularly perform Firmware Updates.

### 5. ezeep Hub Replacement

- 5.1 We will ship a replacement ezeep Hub/s within one business day (except for public holidays at the location of the nearest ThinPrint office) after being appropriately notified by you about a faulty ezeep Hub.
- 5.2 We will not charge you for the replacement ezeep Hub or the shipping costs to you, if the presumed faulty ezeep Hub was returned to us within 21 days and our inspection confirmed that the returned ezeep Hub was indeed faulty.
- 5.3 If we do not receive the faulty ezeep Hub within 21 days, we shall invoice a non-return fee for the relevant number of ezeep Hub/s at the then current list price plus our shipping costs for the replacement ezeep Hub.
- 5.4 If our examination of the returned ezeep Hub does conclude a fault due to incorrect use, installation and/or configuration of the ezeep Hub, ThinPrint shall invoice the shipping costs and an administration fee in the amount of 90,- EUR/95.00 USD/65.00 GBP/135.00 AUD depending on the location to which ThinPrint originally shipped the ezeep Hub. We recommend that you, prior to returning an ezeep Hub, check that according to the provided technical documentation no incorrect use, installation and/or configuration caused the ezeep Hub’s malfunction.
- 5.5 ThinPrint expressly points out that ezeep Hub/s returned for replacement may be reset to their original settings which results in erasing all configurations done by you. We advise you to make a back-up copy of your configuration prior to returning an ezeep Hub to us.

## **6. Data Protection**

ThinPrint observes the applicable data protection regulations in the jurisdictions in which it conducts business, especially the provisions of the General Data Protection Regulation and the Federal German Data Protection Act. ThinPrint refers to its Data Protection Policy which can be accessed from ThinPrint's website.

## **7. Limited Liability and Exclusion of Guarantees**

- 7.1 ThinPrint does not assume any guarantees for any services and/or deliveries, including specific results regarding the subject matter of these GTC. ThinPrint also does not provide any guaranties exceeding the statutory warranty for the delivered product, including without being limited hereto their marketability or fitness for a particular purpose.
- 7.2 ThinPrint is only liable to you for any direct damage which has been caused by its legal representatives, employees or assignees, if the damage was caused by an infringement of cardinal obligations of these GTC and only as far as the damage was effected by intent or gross negligence or by a gross organizational fault of ThinPrint and only as far as this damage was typical and foreseeable on the basis of performance of the support services. Liability for any damage caused by gross or slight negligence is limited in scope to four times the purchase prices.
- 7.3 ThinPrint is not liable for any damages caused by computer viruses, as long as any services performed through the web (provision of firmware updates) have been free of computer viruses at the moment they left the electronic system of ThinPrint. You must take appropriate safety measures to prevent reduction or loss of data caused by computer viruses or other disturbances.
- 7.4 ThinPrint is not liable for loss of profit, unrecovered investments, atypical and unforeseeable damages, and indirect and/or consequential damages. ThinPrint is not liable for re-establishment of lost or damaged data, destruction or loss of data, unless you can prove that said loss or destruction of data arose from gross negligence or intent of ThinPrint. You must ascertain that your data is restorable at justifiable expenditure by using appropriate and up-to-date safety precaution measures.
- 7.5 Liability of ThinPrint is limited to an aggregate amount of 500,000 Euro per incident.

## **8. Jurisdiction and Venue**

The GTC shall be subject to and construed and interpreted in accordance with the law of Germany to the exclusive jurisdiction of the Courts at ThinPrint GmbH's headquarters in 10559 Berlin, Germany. Terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) do not apply.

## **9. Miscellaneous**

- 9.1 The GTC or any part thereof may only be amended, modified, or extended by a written agreement signed by ThinPrint and you.
- 9.2 Should the GTC contain an omission or should a provision be or be held by a competent court of jurisdiction to be partly or entirely void, the remainder of the GTC remains unaffected. Instead of the missing or void provision, a provision is considered as agreed upon which best fits the Parties' original intention.

**ThinPrint GmbH**

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