

General Terms and Conditions Applicable to the ThinPrint Hub

1. Area of Application/Scope

1.1 The following General Terms and Conditions (the "GTC") apply to any and all offers, quotes, and deliveries of the ThinPrint Hub by ThinPrint GmbH, Alt-Moabit 91a, D-10559 Berlin, Germany ("ThinPrint"), unless agreed otherwise in writing. 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 the User hereof in writing. If the User does not object to the modifications within 1 month upon receipt of the notification, the modifications shall be deemed accepted by the User. ThinPrint shall indicate such effect in the notification.

2. Purchase and Rent

2.1 The User may choose to purchase or rent one or more ThinPrint Hub/s.

2.2 ThinPrint Hubs purchased by the User will become the User's property; ThinPrint Hubs rented by the user remain ThinPrint's property.

2.3 The following terms apply to renting ThinPrint Hubs:

- (a) The minimum rental period is 12 (twelve) months. The rental period shall automatically renew for another consecutive 12 (twelve) months, unless either the User or ThinPrint have cancelled with at least 1 (one) month's written notice prior to the end of the rental period.
- (b) If the Parties agreed on a fixed rental period, no cancellation is required and the rental period ends on the agreed date.
- (c) Upon expiry of the rental period, the User must return within six (6) weeks the ThinPrint Hub/s to ThinPrint. The User may choose to which ThinPrint subsidiary (Berlin, Germany; Bristol, UK; Denver, USA; Sydney, Australia) the ThinPrint Hub/s are returned. The User shall bear the shipment costs. If the ThinPrint Hub/s are not returned to one of ThinPrint's subsidiaries within six weeks, ThinPrint shall invoice and the User agrees to pay the relevant number of ThinPrint Hub/s at the then current list price.
- (d) After 5 (five) years of consecutive renting the ThinPrint Hub/s, the User may at no charge exchange the ThinPrint Hub/s for a newer version. The User shall bear the shipping costs for the exchange of the ThinPrint Hub/s.
- (e) Rented ThinPrint Hubs are subject to the statutory warranty for the entire duration of the renting period.

3. Firmware Updates

ThinPrint shall provide regular Firmware Updates for the ThinPrint Hub. Such Minor Updates, e.g.

updates that improve existing features, may be downloaded at no additional cost from the Cortado Enterprise Portal ("CEP"). ThinPrint specifically recommends to regularly perform Firmware Updates.

4. ThinPrint Hub Advanced Replacement Service

4.1 The ThinPrint Hub Advanced Replacement Service comprises an expedited replacement of a technically faulty ThinPrint Hub. The Advanced Replacement Service is available both for purchased and rented ThinPrint Hub/s. The Advanced Replacement Services is performed as follows:

- (a) The User notifies ThinPrint of the faulty ThinPrint Hub providing its serial number through a form provided at ThinPrint's website.
- (b) ThinPrint shall send a replacement ThinPrint Hub within one business day on German workdays (with the exception of federal German and Berlin holidays and December 24/31) by express delivery without any additional costs.
- (c) The User must return the faulty ThinPrint Hub within 6 calendar weeks after notifying ThinPrint of the faulty ThinPrint Hub. The User may choose whether to return the faulty device to the office in Berlin (D), Bristol (UK), Denver (USA), or Sydney (AUS) respectively.
- (d) If ThinPrint does not receive the faulty ThinPrint Hub within 6 calendar weeks in one of its offices, ThinPrint shall invoice the replaced ThinPrint Hub at the then current list price plus shipping costs.

4.2 Users without a valid ThinPrint Hub Advanced Replacement Service may return a faulty ThinPrint Hub under the statutory warranty as follows:

- (a) The User notifies ThinPrint of the faulty ThinPrint Hub providing its serial number through a form provided at ThinPrint's website.
- (b) The User returns the faulty device to one of the offices of his choice in Berlin (D), Bristol (UK), Denver (USA), or Sydney (AUS).
- (c) ThinPrint shall examine the ThinPrint Hub and verify the technical fault and shall either return the repaired device or send a new device at its sole discretion to the User.

4.3 If examination of the returned ThinPrint Hub does not verify a technical fault – regardless if the device has been returned under the statutory warranty or with a valid ThinPrint Hub Advanced Replacement Service – but that the fault lies in an incorrect use, installation and/or configuration of the ThinPrint Hub by the User, 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 Users place of

business (to where ThinPrint originally shipped the ThinPrint Hub) to the User. ThinPrint strongly recommends that the User prior to returning a ThinPrint Hub to ThinPrint checks that according to the provided technical documentation no incorrect use, installation and/or configuration caused the ThinPrint Hub's malfunction. ThinPrint expressly points out that ThinPrint Hubs returned under warranty shall be reset to the original settings which results in losing configurations done by the User. ThinPrint strongly advises the User to make a back-up copy of the personalized configurations prior to returning a ThinPrint Hub to ThinPrint.

5. Data Protection

ThinPrint must observe the applicable data protection regulations, especially the provisions of the Federal German Data Protection Act (Bundesdatenschutzgesetz, BDSG). ThinPrint refers to its Data Protection Policy which can be retrieved from ThinPrint's website.

6. Limited Liability and Exclusion of Guarantees

6.1 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 guarantees exceeding the statutory warranty for the delivered product, including without being limited hereto their marketability or fitness for a particular purpose.

6.2 ThinPrint is only liable to the User for any direct damage which has been caused by its legal representatives, employees or other factors, servants 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.

6.3 ThinPrint is not liable for any damages caused 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. User must take appropriate safety measures to prevent reduction or loss of data caused by computer viruses or other disturbances.

6.4 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 User can prove that said loss or destruction of data arose from gross negligence or intent of ThinPrint. User must ascertain that User's data is restorable at justifiable expenditure by using appropriate and up-to-date safety precaution measures.

6.5 Liability of ThinPrint is limited to an aggregate amount of 500,000 Euro per incident.

7. 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.

8. Miscellaneous

8.1 The GTC or any part of thereof may only be amended, modified, or extended by a written agreement signed by ThinPrint and the User.

8.2 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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