

Additional conditions for ThinPrint hardware

The following additional terms and conditions apply to ThinPrint Hardware. They do not affect the provisions of the General Terms and Conditions.

Version December 2023

1. Scope/Scope

- 1.1 The following Additional Terms and Conditions for ThinPrint Hardware shall apply to all offers, quotations and deliveries of ThinPrint Hardware by ThinPrint GmbH, Alt-Moabit 91a, D-10559 Berlin ("ThinPrint"), unless otherwise agreed in writing. General terms and conditions of third parties submitted to ThinPrint in a confirmation or otherwise are hereby rejected.
- 1.2 The term "ThinPrint Hardware" hereinafter refers to hardware products offered by ThinPrint. These currently include the "ThinPrint Hub", the "Personal Printing Release Station" and the "Universal Print Connector by ezeep". The "ezeep Hub" is explicitly excluded from these additional terms and conditions for ThinPrint Hardware. Separate regulations apply to the "ezeep Hub", which are provided in a separate document.

ThinPrint may amend these Additional Terms for ThinPrint Hardware from time to time and will notify the User thereof in writing. If the User does not object to the amendments within 1 month after receipt of the notification, the amendments shall be deemed accepted by the User. ThinPrint will refer to this effect in the notification.

2. Purchase and rent

- 2.1 ThinPrint Hardware is available as a purchase or rental version, depending on the product and offer. The user has no right to choose.
- 2.2 ThinPrint Hardware acquired through use becomes the property of the user; ThinPrint Hardware rented by the user remains the property of ThinPrint.
- 2.3 The ordered quantity of ThinPrint Hardware will be shipped by ThinPrint either via a freight forwarder or one of the ThinPrint branch offices. Unless otherwise agreed, the User shall bear both the shipping costs and the customs costs incurred.
- 2.4 The following terms and conditions apply to the rental of ThinPrint Hardware:
- (a) The minimum rental period is 12 (twelve) months. The rental period shall be automatically extended by a further 12 (twelve) months unless either the User or ThinPrint has given written notice of termination at least 1 (one) month prior to the expiry of the rental period.
 - (b) If the parties have agreed on a fixed rental period, no notice of termination is required and the rental period ends on the agreed date.
 - (c) At the end of the rental period, the user must return the ThinPrint Hardware to ThinPrint within six (6) weeks. The User may choose to which ThinPrint branch office (Berlin, Germany; Bristol, UK; Denver, USA; Sydney, Australia) the ThinPrint Hardware is returned. The user shall bear the return shipping costs incurred. The shipping costs for the return of the ThinPrint Hardware, including any applicable customs duties, shall be borne by the User. If the User does not pay the shipping costs for the return shipment, including any customs costs incurred, ThinPrint will invoice the costs incurred. If the ThinPrint Hardware is not returned to a ThinPrint subsidiary within six weeks, ThinPrint will invoice the corresponding number of ThinPrint Hardware at the then applicable list price and the User agrees to pay.
 - (d) After 5 (five) years of continuous rental of the ThinPrint Hardware, the User may exchange the ThinPrint Hardware for a newer version free of charge. The User shall bear the shipping costs for the replacement of the ThinPrint Hardware.
 - (e) For rented ThinPrint Hardware, the statutory warranty applies for the entire duration of the rental period.

3. Firmware updates

ThinPrint regularly provides firmware updates for the ThinPrint hardware. Such updates are published on ThinPrint's websites and can be downloaded at no additional cost. ThinPrint strongly recommends to perform firmware updates on a regular basis.

4. ThinPrint Advanced Replacement Service

- 4.1 In case of a technically defective ThinPrint hardware, ThinPrint offers an accelerated replacement service, either under the name "Advanced Replacement Service" or - if the user uses ThinPrint Hub Remote Management - "ThinPrint Hub Enterprise Services". The Advanced Replacement Service is available for both purchased and rented ThinPrint hardware.
- 4.2 Advanced Replacement Services are performed as follows:

- (a) The User shall report the defective ThinPrint Hardware to ThinPrint via a form provided on the ThinPrint website, specifying the serial number.
- (b) ThinPrint will send a replacement ThinPrint hardware via express shipping within one business day on German business days (excluding German and Berlin holidays and December 24/31) at no additional cost.
- (c) The user must return the defective ThinPrint Hardware within 6 calendar weeks after notification by ThinPrint of the defective ThinPrint Hardware. The user may choose to return the defective hardware to the branch office in Berlin (D), Bristol (UK), Denver (USA) or Sydney (AUS).
- (d) If the defective ThinPrint Hardware is not received at one of ThinPrint's branch offices within 6 calendar weeks, ThinPrint will invoice for the newly placed ThinPrint Hardware at the then current list price plus shipping costs.

4.3 Users without a valid ThinPrint Advanced Replacement Service may return defective ThinPrint Hardware under the statutory warranty as follows:

- (a) The User shall report the defective ThinPrint Hardware to ThinPrint via a form provided on the ThinPrint website, specifying the serial number.
- (b) The user sends the defective hardware to one of the branch offices of his choice in Berlin (D), Bristol (UK), Denver (USA) or Sydney (AUS).
- (c) ThinPrint will inspect the ThinPrint Hardware and verify the technical error and, at its sole discretion, either return the repaired Hardware or ship new Hardware to the User.

4.4 If the inspection of the returned ThinPrint Hardware does not reveal a technical defect - regardless of whether the device was returned under the statutory warranty, with a valid ThinPrint Advance Replacement Service or a ThinPrint Hub Enterprise Service - but that the defect is due to incorrect use, installation and/or configuration of the ThinPrint Hardware by the user, ThinPrint will charge the shipping costs and a handling fee of EUR 90.00/95.00 USD/65.00 GBP/135.00 AUD depending on the location of the user (to whom ThinPrint originally shipped the ThinPrint Hardware) to the user. ThinPrint strongly recommends that the User, prior to returning ThinPrint Hardware to ThinPrint, verify that, according to the technical documentation provided, no improper use, installation and/or configuration has caused the ThinPrint Hardware to malfunction. ThinPrint expressly points out that ThinPrint Hardware returned under warranty will be reset to the original settings, whereby configurations made by the user will be lost. ThinPrint strongly advises the user to back up any personalized configurations before returning ThinPrint Hardware to ThinPrint.

5. Privacy

ThinPrint shall comply with the applicable provisions of data protection law, in particular the provisions of the General Data Protection Regulation (DSGVO) and the Federal Data Protection Act (BDSG). ThinPrint refers to its privacy policy, which can be found on the ThinPrint website.

6. Limited liability and exclusion of warranties

- 6.1 ThinPrint makes no warranties for any services and/or supplies, including specific results, relating to the subject matter of these Additional Terms for ThinPrint Hardware. ThinPrint also makes no warranties for the delivered Hardware beyond the statutory warranty, including but not limited to its merchantability or fitness for a particular purpose.
- 6.2 ThinPrint shall be liable to the User for direct damage caused by its legal representatives, employees or other agents or vicarious agents only if the damage is based on a breach of cardinal obligations under these Additional Terms and Conditions for ThinPrint Hardware and only to the extent that the damage was caused by intent or gross negligence or gross organizational fault on the part of ThinPrint and only to the extent that such damage was typical and foreseeable at the time the support services were provided. Liability for damage caused by gross or slight negligence is limited in scope to four times the purchase price.
- 6.3 ThinPrint shall not be liable for any damage caused by computer viruses, provided that the services provided via the Internet (provision of firmware updates) were free of computer viruses at the time of leaving ThinPrint's electronic system. The user shall take reasonable security measures to prevent impairment or loss of data by computer viruses or other disturbances.
- 6.4 ThinPrint shall not be liable for lost profits, investments not made, atypical and unforeseeable damages and indirect and/or consequential damages. ThinPrint shall not be liable for the recovery of lost or damaged data, the destruction or loss of data, unless the user proves that the loss or destruction of data was caused by gross negligence or intent on the part of ThinPrint. The User shall take reasonable and up-to-date security precautions to ensure that its data can be recovered with reasonable effort.
- 6.5 ThinPrint's liability is limited to a total amount of 500,000 euros per incident.

7. Jurisdiction and venue

The Additional Terms for ThinPrint Hardware are governed by German law and are subject to the exclusive jurisdiction of the courts located at the headquarters of ThinPrint GmbH in 10559 Berlin, Germany. The provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods) shall not apply.

8. Other

- 8.1 The Additional Terms for ThinPrint Hardware or any part thereof may be amended, modified or extended only by a written agreement signed by ThinPrint and the User.
- 8.2 Should the Additional Terms and Conditions for ThinPrint Hardware contain a loophole or should a provision be wholly or partially invalid or be declared invalid by a court of competent jurisdiction, this shall not affect the remaining provisions. In place of the missing or void provision, a provision shall be deemed to have been agreed which most closely reflects the original intent of the parties.

ThinPrint GmbH