

Buying video technology for professional events can be expensive. Here is your alternative:

2nd hand projectors, displays and other video products at low prices – but always meeting highest quality standards.

2nd HAND EVENT-TECHNOLOGY

ALWAYS AT
GREAT PRICES



PROJECTORS

No.	Item (short description)	Accessories / Packaging	Condition	Warranty in months	Hours of usage	Lamp hours	Price per piece*	Requested quantity
1	Panasonic PT-DS20K SXGA+ 20,000 Im	Original packaging	used	3	1.246	790h (4 LM)	€ 9.990	
6	Christie LX700 XGA 7,000 lm	Original packaging unopened	new	24	0	0	€ 1.995	
5	Epson EB-Z8000 WUXGA 6,000 lm	Original packaging unopened	new	24	0	0	€ 2.580	
1	Christie DWU951Q including lens 1.6-2.4 WUXGA 8,500 lm	Original packaging	Demo-Kit	24	42	42	€ 5.990	
1	Christie DWU675-E (no lens) WUXGA 6,700 lm	Original packaging unopened	new	24	0	0	€ 2.590	
1	Christie DWU550-G no lens) WUXGA 5,600 lm	Original packaging	Demo-Kit	12	15	15	€ 1.990	
1	Christie DWU555-GS white Laser Phosphor WUXGA 5,400 Im	including lens 1.22-1.53	Demo-Kit	12	24	24	€ 4.990	
1	Christie DWU600-G WUXGA 6,000 lm	including lens 1.22-1.53	Demo-Kit	12	10	9	€ 2.990	
1	Christie DUW350S including lens 1:0.25 Ultrashort 21:9 2,700 lm	Original packaging	Demo-Kit	12	2	2	€ 2.495	
1	Panasonic PT-VX605N XGA 6,000 lm	Original packaging	as new	24	6	6	€ 990	
1	Christie LX1000 XGA 10,000 Im	Power cable, Remote	used	3	2.800	0=new (2 LM)	€ 1.495	
3	Panasonic PT-D12000 SXGA+ 12,000 Im	pegasus+ Flightcase	used	3	680-800	680-800	€ 4.990	
1	Panasonic PT-D12000 SXGA+ 12.000 Im	pegasus+ Flightcase	used	3	900	0 (4 LM)	€ 5.990	
5	Barco SLM R12+ SXGA+ 12,000 lm	Flightcase	used	3	150-350	150-350	€ 4.495	
1	Panasonic PT-DW11KE (no lens) WXGA 11,000 lm	Original packaging	Demo-Kit	12	10	10	€ 8.495	
1	Panasonic PT-DW830ELK (no lens) WXGA 8,500 lm	Original packaging	Demo-Kit	12	15	15 (2 LM)	€ 3.995	
1	Panasonic PT-EW730E WXGA 7,000 lm	Original packaging including lens 1.7-2.8	Demo-Kit	12	27	27	€ 1.890	
1	Panasonic PT-RZ670BE Laser Phosphor WUXGA 6,500 Im	Original packaging including lens 1.7-2.4	used	12	872	Laser- phosphor	€ 7.999	
1	Panasonic PT-LZ370 Full HD 3,000 Im	Original packaging	Demo-Kit	12	8	8	€ 990	





No.	Item (short description)	Accessories / Packaging	Condition	Warranty in months	Hours of usage	Lamp	Price per piece*	Requested quantity
1	Panasonic PT-RZ370 LED/Laser Full HD 3,500 lm	Original packaging	Demo-Kit	12	34	34	€ 1.990	
2	Sanyo PLV-HD2000 2K 7,000 lm	Original packaging	new	24	0	0	€ 3.495	
7	Sanyo PLC-XP200L	no Original packaging	used	1	600- 1.300	0-90	€ 995	
3	Panasonic PT-EX12	no Original packaging	used	6	35-240	35-234	€ 3.495	
4	Sanyo PLC-XP57L	no Original packaging	used	0,5	on re	equest	€ 495	

USED LENSES FOR LCD-PROJECTORS

Fit with 1,8"-Panel-models of Sanyo, Christie, Eiki:

No.	Item (short description)	Condition	Warranty in months	Price per piece*	Requested quantity
2	Sanyo LNS-S02 Standard lens 2.0-2.6:1	used	0,5	€ 503	
4	Sanyo LNS-W04- Wide-angle lens 1:1,6 - 2,0	used	0,5	€ 995	
1	Sanyo LNS-T02 Tele-lens 1:4,2-6,2	used	0,5	€ 1.250	
4	Sanyo LNS T03 Tele-lens 1:6,2-9,1 incl. Case	used	0,5	€ 2.249	
3	Sanyo LNS-T01 Tele-lens 6,90:1	used	0,5	€ 457	



USED LENSES FOR LCD-PROJECTORS

Fit with 1,3"-Panel-models of Sanyo, Christie, Eiki:

No.	Item (short description)	Condition	Warranty in months	Price per piece*	Requested quantity
2	Sanyo LNS-T30 manual Tele-lens 2,35-4,25:1	used	0,5	€ 303	
2	Sanyo LNS-W31A Wide-angle lens 34-48 mm	used	0,5	€ 425	
5	Sanyo LNS-T34 Tele-lens 2,30-4,20:1	used	0,5	€ 999	
2	Sanyo LNS-W33 Tele-lens 1.3-1.8:1	used	0,5	€ 925	
3	Sanyo LNS-T33 Tele-lens	used	0,5	€ 999	
5	Sanyo LNS-S31A, Standard-lens 1,7-2,3:1	used	0,5	€ 245	
3	Sanyo LNS-W32 Wide-angle lens 1:0,8	used	0,5	€ 795	
6	Sanyo LNS-T32 Tele-lens 1: 4,2-6,0	used	0,5	€ 990	

Others:

No.	Item (short description)	Condition	Warranty in months	Price per piece*	Requested quantity
1	Sanyo LNS-S20 Standard-lens 1:1,7-2,89	used	0,5	€ 89,90	
1	Sanyo LNS-S11 Standard-lens 1,62-2,11:1	used	0,5	€ 223	

Fit with Epson Z-Serie:

No.	Item (short description)	Condition	Warranty in months	Price per piece*	Requested quantity
2	Epson ELPLM07 1:3,7-5,6 Original packaging	new	12	€ 990	
2	Epson ELPLM06 1:2,42-3,71 Original packaging	new	12	€ 990	
1	Epson ELPLM04 1: 1: 2,2-3,4 Original packaging	new	12	€ 750	





No.	Item (short description)	Accessories / Packaging	Condition	Warranty in months	Hours of usage	Price per piece*	Requested quantity
1	Panasonic TH-103PF12 103" Plasma Full HD	Flightcase incl. Media- Screen Screenlifter	used	3	1.455- 2.032	€ 4.990	
1	Panasonic TH-85PF12 85" Plasma Full HD	Flightcase incl. Media- Screen Screenlifter	used	3	1.009	€ 2.990	
2	Panasonic TH-85PF12 85" Plasma Full HD	incl. Power cable and Remote	used	3	ca. 1.000	€ 1.245	
1	Panasonic TH-85VX200 Plasma Full HD	Original packaging	Demo-Kit	3	127	€ 3.990	
4	Panasonic TH-98LQ70LW 98" 4K UHD- Display 500cd/m	Original packaging w/ complete accessory	used	36	< 100h	€ 13.999	
9	Panasonic TH-49LF8 49" Full-HD-Display 500cd/m² (nur 1x ausgepackt & benutzt)	Original packaging w/ complete accessory	used	36	< 100h	€ 799	

MEDIA SERVERS

No.	Article and short description	Accessories / Packaging	Condition	Garantie in Monaten	Price per piece*	Requested quantity
10	GreenHippo Hippotizer HD V3R2	2x HD-SDI-In, shock-proof Flightcase	used	3	€ 2.995	
4	Christie Coolux Pandoras Box Manager STD V6 – Managersoftware	Original packaging	used	/	€ 695	
1	Grass Valley Turbo T2 Classic iDDR Harddisc Recorder	Flightcase	used	1	€ 1.495	
2	AV Stumpfl Wings Stage Engine Quad		used	3	€ 7.995	
2	MA VPU plus MKII SDI	Flightcase incl.	used	3	€ 9.490	

CAMERA

No.	Article and short description	Accessories / Packaging	Condition	Warranty in months	Price per piece*	Requested quantity	
1	Panasonic AG-3DA1 3D Camcorder	Case	as new	3	€ 3.990		





No.	Article and short description	Accessories / Packaging	Condition	Warranty in months	Price per piece*	Requested quantity
1	AnalogWay PLS300	Power cable, Cardboard-box	used	6	€ 1.890	
1	AnalogWay Eikos EKS500	Power cable, Cardboard-box	used	6	€ 3.195	
1	Barco FSN-150 digital Hiend-videomixingsystem 1,5/2,5 ME with separat desktop-controller incl. the following components: 1x FSN-1400 Processor with system and M/E cards 1x NIC: 8-channel Native Input card (8xSDI/HD-SDI) 2x UIC: 2-channel Universal Input card (2xDVI/2xVGA/2xHD-SDI) 1x UOC: 2-channel Universal output card (2xDVI/2xVGA/2xHD-SDI) 1x DVE: 2-channel 2D DVE effects card 1x MVR: Multiviewer output card (2x DVI-output) 1x processor rendundant power supply 1x FSN-150 2.5ME control panel 1x FSN-150 TouchPanelDisplay	Flightcase for pProcessor Flightcase for control panel Flightcase for display	used	13	€ 19.995	

PROJECTION SCREENS FRONT AND REAR PROJECTION NEW



No.	Item (short description)	Size	Format	Condition	Warranty in months	Price per piece*	Requested quantity
7	AV Stumpfl VARIO® 32 frame	400x300 cm	4:3	used	0	€ 280	
6	AV Stumpfl VARIO® 32 frame	210x160 cm	4:3	used	0	€ 200	
1	AV Stumpfl VARIO® 32 surface rear projection	210x160 cm	4:3	used	0	€ 110	
9	AV Stumpfl VARIO® 32 frame	240x180 cm	4:3	used	0	€ 200	
4	AV Stumpfl VARIO® 32 surface front projection	240x180 cm	4:3	used	0	€ 80	





PROJECTION SCREENS FRONT AND REAR PROJECTION NEW



No.	Item (short description)	Size	Format	Condition	Warranty in months	Price per piece*	Requested quantity
5	AV Stumpfl VARIO® 32 frame	280x210 cm	4:3	used	0	€ 230	
1	AV Stumpfl VARIO® 32 surface rear projection	280x210 cm	4:3	used	0	€ 185	
4	AV Stumpfl VARIO® 32 frame	300x173 cm	16:9	used	0	€ 300	
7	AV Stumpfl VARIO® 32 frame	320x245 cm	4:3	used	0	€ 240	
5	AV Stumpfl VARIO® 32 surface front projection	320x245 cm	4:3	used	0	€ 130	
1	AV Stumpfl mobile projection screen front projection incl. surface front projection	350x201 cm	16:9	used	0	€ 395	
1	AV Stumpfl surface front projection micro-perforation	350x201 cm	16:9	used	0	€ 100	
4	AV Stumpfl frame VARIO® 32	360x270 cm	4:3	used	0	€ 275	
3	AV Stumpfl VARIO® 32 surface front projection	360x270 cm	4:3	used	0	€ 160	
1	AV Stumpfl VARIO® 32 surface rear projection	360x270 cm	4:3	used	0	€ 275	
2	AV Stumpfl VARIO® 32 surface front projection	400x300 cm	4:3	used	0	€ 190	
1	AV Stumpfl VARIO® 32 frame	410x260 cm	16:10	used	0	€ 280	
1	AV Stumpfl VARIO® 32 surface front projection	410x260 cm	16:10	used	0	€ 250	
2	AV Stumpfl VARIO® 32 surface rear projection	410x260 cm	16:10	used	0	€ 360	
2	AV Stumpfl VARIO® 64 frame	570x320cm	16:9	used	0	€ 490	
2	AV Stumpfl VARIO® 64 surface front projection	570x320cm	16:9	used	0	€ 290	
1	AV Stumpfl VARIO® 64 surface front projection	500x380 cm	4:3	used	0	€ 300	
1	AV Stumpfl VARIO® 64 surface rear projection	500x380 cm	4:3	used	0	€ 400	
1	AV Stumpfl VARIO® 32 frame curved	260x155cm	special format	used	0	€ 275	
1	AV Stumpfl VARIO® surface front projection curved, R10	260x155 cm	special format	used	0	€ 80	





PROJECTION SCREENS FRONT AND REAR PROJECTION



No.	Item (short description)	Size	Format	Condition	Warranty in months	Price per piece*	Requested quantity
1	AV Stumpfl VARIO® 32 frame AT32-legs	300x300 cm	1:1	used	0	€ 200	
2	AV Stumpfl VARIO® 32 frame without legs	400x170 cm	panoramic	used	0	€ 250	
2	AV Stumpfl surface front projection	400x170cm	panoramic	used	0	€ 100	
1	AV Stumpfl VARIO® 32 surface front projection	310x198 cm	16:10	used	0	€ 100	
1	AV Stumpfl VARIO® 32 frame	310x198cm	16:10	used	0	€ 250	
1	AV Stumpfl surface rear projection , R10	540x245cm	approx. 20:9	used	0	€ 350	
1	AV Stumpfl VARIO® 32 surface flex silver TU front projection	400x230 cm	16:9	used	0	€ 300	

(*) Prices for shipment out of Germany only, delivery cost not included.

For individual quotes, orders or any other inquiry please contact our sales team:

info@publitec.tv +49 2330 803255

Offer is valid under terms and conditions of **publi**tec Präsentationssysteme & Eventservice GmbH. We take no liability for errors and changes without notice.



Although this overview is updated regularly, please note that for technical reasons the article quantities listed within this overview might differ from our real-time stock availability. Subject to change without prior notice, subject to prior sale. If you have any further queries referring the stock availability of our products, please do not hesitate to contact us.



General terms and conditions of publitec Präsentationssysteme & Eventservice GmbH

1. General, scope

The following terms and conditions apply exclusively to our quotations, deliveries and services arising from purchase, works or service provision contracts and other contracts.

In addition, the Publitec GmbH terms and conditions of rental and terms and conditions of purchase also apply. Any general terms and conditions of the customer are excluded.

2. Quotation, order confirmation

- 2.1 Unless otherwise expressly agreed, quotations are subject to change. Mass-produced goods are generally sold on the basis of samples or graphic representations.
- 2.2 Subsequent changes made to the subject of the agreement at the request of the customer will be charged to the customer at cost.

3. Prices and payment

- 3.1 The prices agreed at the time of the signing of the contract apply.
- 3.2 Shipping and transportation costs will be billed separately, unless free delivery is expressly agreed.
- 3.3 All prices are subject to the statutory VAT applicable at the time. Payments may only be made to us or to persons authorised by us in writing. Special services going beyond those included in the contract and the purchase price, and additionally agreed work, such as additional installation work, will be billed separately at a reasonable price and must be paid at the latest upon acceptance.
- 3.4 The customer is only entitled to offset claims that are legally established or undisputed.

4. Delivery

- 4.1 Scheduled dates are only binding if they have been expressly confirmed by us in writing. Unforeseen circumstances and events such as acts of God, governmental actions, the refusal of approvals by the authorities, labour disputes of any kind, sabotage, lack of raw materials, delayed provision of materials not due to fault, war, riots, etc., postpone the delivery date accordingly, even if they occur during an already existing delay.
- 4.2 We are entitled to make partial deliveries, unless partial deliveries are of no use to the customer.
- 4.3 If we ship the subject of the agreement at the customer's request, this is done at the expense and risk of the customer. For all deliveries, the risk of loss of the goods will be transferred to the customer upon delivery to the shipper, the carrier or person otherwise assigned the task of shipping. This does not apply if the customer is a consumer.



5. Retention of title

5.1 Any goods delivered by us remain our property until full payment of the purchase price.

5.2 The retention of title applies until full settlement of all claims resulting from the business relationship (extended retention of title). Any disposition by the customer over the goods subject to retention of title is only permitted within the scope of the ordinary business activities of the customer. In no case may the goods be assigned to a third party by way of security in the course of ordinary business activities. In the event that the goods are sold in the course of ordinary business activities, the purchase price paid takes the place of the goods. The customer hereby assigns any claims resulting from a sale to us. The customer is entitled to collect these claims itself provided that it fulfils its payment obligations to us. With regard to the extended retention of title (advance assignment of the respective purchase price), an assignment to third parties, in particular to a credit institution, constitutes a breach of contract and is not permitted. We are entitled to check the customer's sales documents at any time and to inform its buyers of the assignment. If the customer's claim is in a current account, the customer hereby assigns its claim in the current account against its buyer to us. The assignment amounts to the sum that we charged the customer for the resold goods subject to retention of title. In the event of seizure of the goods at the customer's place of business, we are to be informed immediately by sending a copy of the compulsory execution order and a sworn statement relating to it, stating that the seized goods are goods delivered by us and subject to retention of title. If the value of the securities pursuant to the preceding paragraphs exceeds the amount of the outstanding claim thereby secured, after the deduction of security costs, by more than 10% for a foreseeable period, the customer is entitled to request the release of the security by us in the amount that exceeds the claim.

6. Default, impossibility, withdrawal

If we are in default with respect of the transfer of an item and if the default involves a case of gross negligence or intent on our part, we will reimburse the customer for any resulting damages. In cases of ordinary negligence, customer claims are excluded.

7. Assembly work

- 7.1 Goods are assembled only pursuant to express additional orders and on the condition that adequately prepared premises are available for the assembly. Any necessary preparations are not our responsibility and, where applicable, are charged separately following the assignment of this task. Our staff are not authorised to carry out tasks that go beyond the agreed delivery, installation or assembly of the goods.
- 7.2 If we carry out maintenance or repair work, this is done exclusively pursuant to the relevant conditions, which constitute an addition to these general terms and conditions.
- 7.3 Our maintenance and repair activities are services. The prices are based on the currently valid price list for services. Travel costs, material costs and the like are billed additionally, based on our respective price lists. Travel time for our staff is regarded as working hours and will be remunerated according to the price list for services.
- 7.4 If the customer requests a cost estimate, we will examine the item and then prepare an estimate. The cost of this examination is to be borne by the customer. The examination will be charged at cost and may only be offset in the context of a repair or maintenance contract if this has been expressly agreed in advance.



8. Warranty

- 8.1 We provide a 12-month warranty for newly manufactured goods; no warranty is provided for used goods.
- 8.2 The customer must inspect the goods supplied immediately for defects and inform us in writing of obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. The timely sending of such notification will be considered to constitute compliance with this deadline. The customer will bear the full burden of proof for all claims, in particular for the defect itself, as well as for the time of discovery of the defect and for the timely issuing of the notification of the defect. Notifications of defects will only be recognised by us if they have been communicated in writing. Notifications of defects given to field staff, carriers or other third parties do not constitute timely notification in the correct form.
- 8.3 We are liable for damages arising from defectiveness of the goods only if the defectiveness is attributable to an at least grossly negligent breach of obligation by us, our legal representatives or our vicarious agents. The above restriction expressly does not apply if liability for damages resulting from injury to life, limb or health is based on a culpable breach of duty by us, our legal representatives or our vicarious agents.
- 8.4 With respect to rented items, customer claims relating to initial defects, pursuant to § 536a BGB, are excluded. The customer is advised to carry out an intensive examination of the rented item upon receipt.

9. Handling of third party warranties

Warranties are promises as to performance provided by the manufacturer to the customer. They therefore do not constitute any obligation on our part. The customer is therefore obliged to put in place, at its own expense, the conditions allowing it to exercise its rights under the warranty. In particular, the customer shall bear the cost of transportation to and collection from the manufacturer, as well as assembly and dismantling, and the cost of a replacement device, if applicable.

10. Other liability for breaches of contractual obligations

- 10.1 Without prejudice to the provisions regarding warranties and other special provisions contained in these terms, the following applies in cases in which we have breached a contractual obligation: We are liable for unlimited damages for our staff, vicarious agents and assistants in cases of injury to life, limb or health of persons, including in cases of slight negligence. Beyond this, we are only liable to the following extent:
- 10.2 The customer must grant us a reasonable grace period in which to render supplementary performance, which may not be less than three weeks. The customer can only withdraw from the contract and/or claim damages after this grace period has expired without rectification having taken place.
- 10.3 If we breach a material contractual obligation, in other words an obligation that is crucial for the fulfilment of the intended purpose of the contract, we are liable in cases of intent, gross negligence and slight negligence. In such cases, damages are limited to the typically foreseeable damage.
- 10.4 If the breach of obligation by us is not a breach of a material contractual obligation, we are liable only in cases of gross negligence or intent.
- 10.5 Our liability resulting from malice and under the Product Liability Act remains unaffected.



11. General

- 11.1 If one or more of the above conditions is or becomes invalid or should there be any gaps in the contract, the remaining conditions will remain unaffected.
- 11.2 The sole court of jurisdiction is, at our discretion, the location of our head office or the customer's head office. Only the law of the Federal Republic of Germany applies to any disputes. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.

Terms and conditions for the purchase of devices from Publitec Präsentationssysteme & Eventservice GmbH, Gahlenfeldstr. 7a, 58313 Herdecke

The subject of these terms and conditions is the transfer of the devices defined in the quotation or in the order confirmation. Only these terms and conditions and the general terms and conditions of Publitec GmbH apply to the regulation of the contractual relationship. Any general terms and conditions of the customer are expressly excluded.

§ 1 Subject of the agreement

The customer purchases the devices specified in the quotation or the order confirmation from Publitec GmbH. The technical characteristics of the purchased items are specified in the technical data sheets and product descriptions. Publitec GmbH is not obliged to provide any characteristics going beyond these. For equipment and software, Publitec GmbH provides the customer with user documentation, if provided by the manufacturer and in the form provided by the manufacturer.

§ 2 Delivery

- (1) Scheduled dates are only binding if they have been expressly confirmed by Publitec GmbH in writing. The deadline is considered to have been met if, by the time of its expiry, the goods have been made available in the Herdecke warehouse for collection by the customer and Publitec GmbH has informed the customer of their availability. Unforeseen circumstances and events such as acts of God, governmental actions, the refusal of approvals by the authorities, labour disputes of any kind, sabotage, lack of raw materials, delayed delivery not due to fault, war, riots, etc., postpone the delivery date accordingly, even if they occur during an already existing delay.
- (2) If Publitec GmbH ships the goods at the customer's request, this is done at the expense and risk of the customer. For all deliveries, the risk of loss of the goods is transferred to the customer upon delivery to the shipper, the carrier or person otherwise assigned the task of shipping.
- (3) If Publitec GmbH misses a delivery date confirmed as binding and if a further delay is not reasonable for the customer, the latter can exercise further rights after default and after the issuing of a reminder with a reasonable grace period. In this case, a claim for damage compensation on the part of the customer is excluded, unless the delay is due to an intentional or grossly negligent act on the part of Publitec GmbH or one of its legal representatives or agents. If the customer is in default of acceptance, Publitec GmbH is entitled to refuse performance after the expiration of a grace period set by Publitec GmbH and to claim damage compensation. Publitec GmbH may instead make alternative use of the goods and provide delivery to the customer with a new, reasonable delivery time.



§ 3 Price, payment, offset

- (1) The prices stated in the quotation or the order confirmation apply.
- (2) Transport and delivery costs are billed separately, unless free delivery has been explicitly agreed.
- (3) Special services going beyond those contractually agreed and included in the price, and additionally agreed work, such as additional installation work, are billed additionally at the applicable hourly rates of Publitec GmbH and must be paid at the latest upon acceptance of the purchased item.
- (4) The customer is only entitled to offset claims that are legally established or undisputed. This does not apply to consumers.
- (5) In the case of SEPA direct debits, the pre-notification is reduced to one day. Costs incurred due to non-payment or reversal of a direct debit are borne by the customer.

§ 4 Warranty

- (1) Publitec GmbH provides the following warranty:
- (1.1) Publitec GmbH provides a 12-month warranty for newly manufactured goods; a warranty for used goods is not provided to entrepreneurs.

The warranty period begins with the transfer of risk to the customer.

- (1.2) The customer must inspect the goods supplied immediately for defects and inform Publitec GmbH in writing of obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty claims is excluded. The timely sending of such notification will be considered to constitute compliance with this deadline. The customer will bear the full burden of proof for all claims, in particular for the defect itself, as well as for the time of discovery of the defect and for the timely issuing of the notification of the defect. Notification of hidden defects that only become apparent over time is to be made immediately by the customer, within the aforementioned periods of time after discovery.
- (1.3) Notifications of defects will only be recognised by Publitec GmbH if they have been communicated in writing. Notifications of defects given to field staff, carriers or other third parties do not constitute timely notification in the correct form.
- (1.4) Where a return is necessary in the case of defects, the goods must be returned to Publitec GmbH together with a fully completed Publitec GmbH claim form (RMA), which will be sent to the customer immediately by Publitec GmbH upon receipt of notification of a defect. Publitec GmbH is under no obligation to accept returns made without an RMA. In this case, the customer bears the cost of the return.
- (1.5) In the event that a replacement delivery is made as a result of a justified defect notification, the provisions relating to the delivery time will apply accordingly. For the rectification of defects by means of repair, Publitec GmbH is to be granted a reasonable period of at least three weeks.
- (2) The existence of such an identified defect that has been communicated by means of a proper defect notification entitles the customer to the following rights:



- (2.1) In the case of a defect, the customer initially has the right to demand supplementary performance from Publitec GmbH. Such supplementary performance shall be rendered, at the choice of Publitec GmbH, either by new delivery (subsequent delivery) or repair (subsequent improvement).
- (2.2) In addition, Publitec GmbH is entitled to make renewed supplementary performance within a reasonable period in the event that an attempt to render supplementary performance fails. The above-mentioned choice of approach applies in this case as well. The customer has the right to withdraw from the contract or to reduce the purchase price only once the renewed subsequent performance has failed.
- (2.3) The customer may only demand damages or reimbursement of expenses incurred to no avail in cases of gross negligence or intentional breach of the obligation to deliver goods free from defects on the part of Publitec GmbH. In such cases, the customer must prove the grounds for and the amount of damages that are being claimed. The same applies regarding expenses incurred to no avail.
- (2.4) The burden of proving the existence of a defect lies with the customer.
- (3) The warranty for defects does not apply to items subject to natural wear and tear, such as light bulbs, air filters, rubber, fuses, batteries, ribbons, etc. It also does not apply to damages incurred after the transfer of risk as a result of incorrect or negligent handling, excessive strain, use of unsuitable equipment, or chemical, electrochemical, electrical and atmospheric influences.
- (4) If the customer is given erroneous assembly instructions, Publitec GmbH is only obliged to provide error-free assembly instructions, and this obligation only applies if the error in the assembly instructions prevents proper assembly.
- (5) Claims for compensation for damages made by the customer on the grounds of a defect will expire one year after delivery of the goods. This does not apply if Publitec GmbH is culpable of gross negligence, or in the case of attributable injury to limb, health or life of the customer.
- (6) The warranty does not apply in respect of such defects that are due to the fact that the customer has allowed additional equipment not approved by Publitec GmbH to be mounted or has allowed work to be undertaken by persons not authorised by Publitec GmbH or the manufacturer of the goods, or if the contractual goods have been changed or enhanced by the customer itself, unless the customer can prove that such changes and enhancements have not caused the defect.
- (7) If defects reported by the customer cannot be identified after an inspection, the customer shall bear the costs of the investigation.
- (8) In the case of the existence of defects, Publitec GmbH will repair the rejected contractual item at the head office of Publitec GmbH or the customer's head office, at the option of Publitec GmbH. The customer bears the costs of delivery and collection, and the cost of the packaging. The customer must return the defective items to Publitec GmbH at its own cost and in its original packaging if the goods are suitable for this.

If there is a defect that can only be repaired on site at the customer, Publitec GmbH bears the resulting costs only to the place to which the item was to be delivered. If nothing has been agreed and it is also not clear from the circumstances, Publitec GmbH is at most obliged to carry out the repair at the customer's head office. Additional costs resulting from the customer having moved the item to a location other than the originally intended location or a location other than its head office shall be borne by the customer.

(9) Handling of third-party warranties

Warranties are promises as to performance made directly to the customer by the manufacturer. Publitec GmbH does not



issue warranties itself. Warranty claims will therefore be made by the customer directly to the manufacturer. Publitec GmbH is happy to assist the customer in the assertion of these claims, but reserves the right to demand compensation for any expenses incurred thereby. The currently valid price lists of Publitec GmbH apply in this case.

§ 5 Liability for other breaches of obligation

(1) Without prejudice to the provisions regarding warranties and other special conditions contained in these terms, the following applies in cases in which Publitec GmbH is in breach of an obligation:

Publitec GmbH is liable for unlimited damages for its staff, vicarious agents and assistants in cases of injury to life, limb or the health of persons, including in cases of slight negligence.

Beyond this, Publitec GmbH is only liable to the following extent:

The customer must grant Publitec GmbH a reasonable grace period in which to render supplementary performance, which may not be less than three weeks. The customer can only withdraw from the contract and/or claim damages after this grace period has expired without rectification having taken place.

- (2) Damage claims may only be asserted by the customer in cases of gross negligence or an intentional breach of obligations by Publitec GmbH. All damage claims are limited to the amount of the purchase price.
- (3) If the customer is solely or primarily responsible for circumstances that would otherwise entitle it to withdraw from the contract, or if the circumstance giving rise to a right to withdraw occurs during default in acceptance on the part of the customer, withdrawal is not permitted.
- (4) The customer may only claim damage compensation in cases of gross negligence or an intentional breach of obligations on the part of Publitec GmbH; damage compensation in place of performance (for non-performance, § 280 para. 3 in conjunction with § 281 BGB), as well as delay damages (§ 280 para. 2 in conjunction with § 286 BGB), is limited to the negative interest; damage compensation for non-provided services or services not rendered as agreed (§ 282 BGB) is limited to the amount of the purchase price. Damage compensation in place of performance is excluded if it is impossible to render the obligation of performance (impossibility).
- (5) The liability of Publitec GmbH resulting from malice and under the Product Liability Act remains unaffected.
- (6) The customer must accept contributory negligence, e.g. the inadequate rendering of obligations to cooperate (e.g. including inadequate defect notifications, organisational errors or inadequate data backup). Publitec GmbH is liable in the event of data loss only for loss that would have occurred if proper and regular daily data backups had been performed. The customer is informed that backup software may sometimes indicate a successful backup, even though the backup has not been (completely) carried out. Conclusive proof of the success of a backup can only be obtained through the complete or partial restoration of the data from the backup to the real system (restoration).

(7) Procurement risk

Publitec GmbH assumes no liability for procurement risk with respect to ordered and not immediately deliverable items; however, it only sells items for which it has signed a procurement contract with suppliers. The assumption of liability for any kind of warranties is excluded, unless an express written agreement has been concluded with the customer to this effect.

(8) The above limitations of liability do not apply to damages that are foreseeable when the contract is signed and that are typical when using the purchased item and that are caused by a breach of material contractual obligations. Publitec GmbH is not liable for unforeseeable extraordinary risks.



§ 6 Purchase price and retention of title

(1) Unless otherwise agreed, the purchase price as stated in the quotation or the order confirmation is payable immediately upon signing the quotation or upon receipt of the order confirmation, and prior to collection or dispatch of the goods by or to the customer.

(2) Retention of title

All goods delivered by Publitec GmbH remain the property of Publitec GmbH until full settlement of all claims resulting from the business relationship (extended retention of title). Any disposition by the customer over the goods subject to retention of title is only permitted within the scope of the ordinary business activities of the customer. In no case may the goods be assigned to a third party by way of security in the course of ordinary business activities. In the event that the goods are sold in the course of ordinary business activities, the purchase price paid takes the place of the goods. The customer hereby assigns any claims resulting from a sale to Publitec GmbH. The customer is entitled to collect these claims itself provided that it fulfils its payment obligations to Publitec GmbH. With regard to the extended retention of title (advance assignment of the respective purchase price), an assignment to third parties, in particular to a credit institution, constitutes a breach of contract and is not permitted. Publitec GmbH is entitled to check the customer's sales documents at any time and to inform its buyers of the assignment. If the customer's claim is in a current account, the customer hereby assigns its claim in the current account against its buyer to Publitec GmbH. The assignment amounts to the sum that Publitec GmbH charged the customer for the resold goods subject to retention of title. In the event of seizure of the goods at the customer's place of business, Publitec GmbH is to be informed immediately by sending a copy of the compulsory execution order and a sworn statement relating to it, stating that the seized goods are goods delivered by Publitec GmbH and subject to retention of title. If the value of the securities pursuant to the preceding paragraphs exceeds the amount of the outstanding claim thereby secured, after the deduction of security costs, by more than 20% for a foreseeable period, the customer is entitled to request the release of the security by Publitec GmbH in the amount that exceeds the claim.

§ 7 Severability clause

- (1) If any provision of this contract is or becomes wholly or partly ineffective, or if there should be any gaps in the contract, this will not affect the validity of the contract as a whole and the other contractual provisions.
- (2) In such cases, both parties undertake to agree on a new or replacement provision that is fairest to their mutual interests, taking into account the agreements made in this contract.

§ 8 General

- (1) The place of performance and court of jurisdiction for all disputes arising from this contract and regarding its effectiveness are, at the discretion of Publitec GmbH, the location of the customer's head office or the location of the head office of Publitec GmbH.
- (2) Only the law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (3) The general terms and conditions of Publitec GmbH also apply. Any general terms and conditions of the customer are expressly excluded.

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