AKI GmbH
Otto-Hahn-Straße 12 – 40670 Meerbusch – Tel.: +49 (0)2159 918-0

# General Terms and Conditions of Contract of AKI GmbH (Provider) for the Sale of Hardware -VH AKI-

(Version 2.1E – July 2026)

**1. Subject matter of the contract**

1.1 The condition and scope of performance of the hardwareÄ, as well as the approved environment of use, result from the respective product description, and in addition from the operating instructions, unless otherwise agreed.
The safety of the hardware shall be governed by the rules of technology tested on the market at the time of the transfer of risk, unless otherwise agreed or prescribed by law. Public statements can only be decisive for the quality owed insofar as they concern specific properties of the specifically agreed hardware.

1.2 The hardware is delivered including installation instructions.
Operating instructions (user documentation or online help) shall only be supplied insofar as they are necessary for the intended use. The operating instructions and the installation instructions may be made available to the Customer electronically at the Provider's discretion, unless this is deemed unreasonable for the Customer. Further instructions and accessories will only be supplied if this has been specifically agreed, for example in a parts list.

1.3 If the delivery of the hardware includes software that is absolutely necessary for its proper functioning, the Customer shall only receive a right to use this software with this hardware. Other software shall be subject to separate regulations.

1.4 Unless otherwise agreed, the hardware shall be installed and commissioned by the Customer. All further services provided by the Provider at the request of the Customer (in particular, preparation for use, installation and demonstration of successful installation, instruction, training and advice) shall be remunerated on a time and material basis.

**2. Price, transfer of risk, delivery**

2.1 The prices are valid for three months from the conclusion of contract. Thereafter, the Provider may pass on any increase in the list price by its upstream Provider to the Customer accordingly, no later than one week before delivery. The Customer may withdraw from the contract up until the point of delivery, but at the latest within one month after notification of the price increase, if the price increase exceeds 5%.

2.2 The risk shall pass to the Customer directly from the delivery warehouse. The Customer shall transport the hardware entirely at its own expense and shall exempt the Provider from any transport and handling costs.

2.3 Insofar as the Provider undertakes the shipment, the Provider shall be entitled to determine the type of shipment (in particular, the transport company and the shipping route) and the packaging, at its own dutiful discretion. In such cases, the risk shall pass to the Customer at the latest when the goods are handed over to the forwarding agent, carrier or other transport operative.

**3. Obligations of the Customer**

3.1 The Customer shall provide the necessary operating and usage conditions (e.g. space, energy, climate) for the hardware. The necessary conditions stem from the contract or, if not regulated therein, from the product description or operating instructions.

3.2 Within the scope of the necessary support, the Customer shall, in particular, grant the Provider free access to the installation site of the hardware, facilitate access to the necessary work equipment there – to a reasonable extent – and communicate all relevant information (e.g. on operating conditions or changes to the hardware).

**4. Claims for defects by the Customer**

4.1 The Provider warrants that the hardware, when used in accordance with the contract, will comply with the agreements pursuant to clause 1.1.
In addition, Clause 6 of the AV AKI shall apply to defects of title.
In addition, Clause 5 of the AV AKI shall apply to material defects according to the following provisions Clauses 4.2 to 4.4. § 475a BGB remains unaffected.

4.2 The Customer shall only be able to assert claims for defects if reported defects can be reproduced or otherwise proven by the Customer. Clause 3.4 of the AV AKI shall apply, in particular, to the notification of defects.

4.3 If the Customer is entitled to assert claims for defects, he shall initially only have the right to subsequent performance within a reasonable period. Subsequent performance shall include, at the Provider's discretion, either rectification of the defect or new delivery. The interests of the Customer shall be given due consideration in the choice. The Customer shall make the hardware available to the Provider for the purpose of subsequent performance. Ownership of parts replaced on the basis of subsequent performance shall pass to the Provider; § 439 (6) BGB remains unaffected.
The Customer shall enable the Provider to install and remove the software within the scope of subsequent performance, unless this is deemed unreasonable for the Customer. The Customer shall consult with the Provider before taking its own measures to remedy said defect.
If the Customer wishes to assert a claim for the reimbursement of expenses, this shall only exist to a reasonable extent, taking into account the value of the service in question in a defect-free condition and the significance of the defect.

4.4 If subsequent performance fails or cannot be carried out for other reasons, the Customer may, under the statutory conditions afforded it, reduce the remuneration, withdraw from the contract and/or – under the conditions of Clause 7 of the AV AKI – assert a claim for damages or the reimbursement of expenses. The Customer shall exercise a right of choice to which it is entitled with regard to these claims for defects within a reasonable period of time, as a rule, within 14 calendar days after the possibility of the Customer becoming aware of the right of choice.

4.5 If the Customer withdraws from the contract, the Provider shall take back the hardware and repay the remuneration paid by the Customer, less the utilisation options granted to the Customer, and at most the usual sales value of this hardware at the time of return. These utilisation options shall, in principle, be calculated on the basis of degressive depreciation over a utilisation period of three years. Both contracting parties reserve the right to prove that a longer or shorter period of use is to be taken as a basis.

**5. Validity of the AV AKI**

The General Terms and Conditions of Contract of AKI (AV AKI) shall apply in addition.

A KYOCERA GROUP COMPANY