

Additional regulations to the General Terms & Conditions for the SATA “Custom Design Gun” programme

1. Area of applicability

- 1.1 These additional data are a supplement to the applicable General Terms & Conditions (referred to in the following as "T&C") for all contracts of SATA GmbH & Co. KG, Domertalstrasse 20, 70806 Kornwestheim, Germany (hereinafter referred to as "SATA") which are concluded with SATA end customers via its online shop where the end customer can be an entrepreneur or consumer (hereinafter referred to as "Customer") or for contracts that are concluded for products that are individualised via the SATA product configurator in the "Custom Design Gun" area of the online shop.

respectively for regulations for the SATA "Custom Design Gun" programme.

- 1.2 To the extent that the existing additional regulations and the General Terms & Conditions deviate from each other, the present additional regulations take priority.

2. Subject matter of the contract / offer and conclusion of the contract

- 2.1 The subject of the contract is the product individualised and ordered by the customer via the SATA product configurator in the "Custom Design Gun" area of the online shop with the characteristics and dimensions of product description listed in SATA's online shop.
- 2.2 The contract shall come into existence solely by means of the electronic course of business via the shop system. The presentation of the products in the online shop for individualisation by the customers is not a binding offer until the purchase agreement has been concluded.
- 2.3 The customer can choose a product (referred to in the following as "selected product") for individualisation from the available range and can upload a photo, a diagram, a logo, a text or other two-dimensional presentation (referred to in the following as "image") in digital form so that the image or a part thereof can be applied to the selected product. The customer must adhere to any specifications with regard to the image, file format, file size, resolution, image size etc. The virtual presentation of the individualised product can differ from the actual individualised product due to technical production procedures.
- 2.4.a Once the payment method has been chosen and the Terms & Conditions and notice of revocation have been accepted, the Customer submits a binding offer to conclude a sales agreement in relation to the goods in his or her shopping basket by clicking the "place order" button. Immediately afterwards, the customer will receive an e-mail confirmation of the order being received to inform the customer that his or her order has been received and is being checked.
- b. SATA checks the order for technical feasibility, optionally without any obligation regarding possible violations of applicable law, optionally without any obligation of possible violations of the rights of third parties and possibly with regard to additional criteria.
- c. Once the order has been checked successfully, SATA accepts the order and the customer receives an order confirmation. Once this order confirmation is received by the customer, the purchase agreement comes into force.
- d. If the order does not pass this inspection, in particular because of the reasons named in clauses 3 or 5 of the existing additional regulations, SATA can reject the customer's order without further justification. In this case, the customer will receive a corresponding notification.
- e. If SATA has reason to suspect that the uploaded image could violate the rights of third parties, SATA will notify the customer accordingly and grant him or her an opportunity to state their position within a period specified by SATA. If SATA receives no response or an insufficient response from the customer within this set notice period, SATA is entitled to reject the order without stating any additional justification.
- f. If SATA rejects the customer's order, the customer will be reimbursed for any payments regarding the product that have already been made.

3. SATA's right to withdraw from contract

In case of legal violations or violations of the rights of third parties in the image uploaded by the customer or if the image uploaded

by the customer features illegal, immoral, offensive, hate speech-related, politically or religiously offensive, xenophobic, extremist and/or sexist contents, SATA is entitled, again without naming further justification, not to apply the image to the selected product and to reject the order or withdraw from the contract according to legal guidelines and to demand any products already delivered to be returned by the customer. Sata's right to make additional claims remains unaffected by this. The regulation in clause 2.4 lit f) is applied accordingly.

4. Warranty / Guarantee

Defects are deemed to be technical or visual faults that would have been avoidable according to the current standard of technology and not merely subjective opinions, in particular personal taste. Any colour deviations between the uploaded image and the individualised product, image section or among other things margins are not deemed to be defect. A quality impairment caused by the lack of quality of the uploaded image, e.g. due to low resolution, soft focus or image noise is also not deemed to be a defect.

5. Copyright, brands and other laws

The customer is solely responsible for the contents of the uploaded image. By uploading the image and acknowledging the existing additional regulations, the customer warrants that he or she is the owner of the required rights of the image or has acquired the required rights for the image and assures that he or she has verified the uploaded image for any possible copyright, trademark or other violations and that the image does not violate such laws or any other laws. The customer is solely liable for any legal violations regarding third parties or other laws caused by the execution of the order accepted by SATA. The customer releases SATA from any legal claims by third parties resulting from such a legal violation when first requested. SATA is entitled but not obligated to check the contents of the uploaded images for possible violations of the rights of third parties and violations of applicable laws.

6. Rights of use and claims by third parties

- 6.1 SATA has the right to use the virtual presentation of the individualised product or photos of the actual individualised product for advertising purpose, in particular at the SATA website www.sata.com and/or at trade fairs, and in particular to advertise the online shop. If the individualised product features images of persons, the customer will on request provide SATA with the contact data of the persons shown subject to data protection regulations, so that SATA can obtain permission from the persons shown in the image.
- 6.2 The customer grants SATA an exclusive, free-of-charge, permanent, irrevocable, unlimited, worldwide and sub-licencable utilisation right for the uploaded image for use in connection with products in the area of varnishing technology. SATA is entitled to process the uploaded image or otherwise alter it, make it publicly accessible and apply it to spray guns in a serial procedure and to distribute it worldwide without limitations. With the payment of the agreed purchase price, SATA grants the customer the right to use the ordered products with the uploaded image applied to them.
- 6.3 SATA is entitled to apply for national and international protective rights for the uploaded image and the individualised product, in particular design patents or design and/or copyright registrations. SATA will name the creator of the image as the author or designer. The creator will provide SATA with all information and documents and provide signatures as needed for the copyright registration. If the customer is not the creator, then the customer will make the creator aware of the existing additional regulations and obtain their permission regarding these conditions.

7. Right of revocation

With regard to item 11.1 of the General Terms & Conditions according to § 312g paragraph 2 no. 1 of the Special Terms & Conditions, the customer does not have a right of withdrawal, since this is primarily a contract regarding the delivery of products that are not prefabricated and whose manufacture requires an individual selection or specification by the consumer or that is clearly custom-tailored to the personal needs of the customer.

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