

General Terms and Conditions and Customer Information – End customers

§ 1 Field of application

(1) These General Terms and Conditions shall exclusively determine the Conditions of Sale between you and us, the **SpaceControl GmbH, Am Technologiepark 10, D-82229 Seefeld**, represented by its manager, Manfred Engelhardt. Your sole contracting partner is SpaceControl GmbH.

(2) Any modifications of these General Terms and Conditions will be transferred to you in written form, per fax or per e-mail. These modifications are considered to be accepted by you, if you do not object within four weeks after you received the modifications. In case of a modification of the General Terms and Conditions, you will be informed separately about your right of objection and the legal consequences of your silence.

§ 2 Order, Indication of clients' data

(1) After having found your favored product, you can put it into your basket without obligation by clicking on **“to basket”**. You can always see the content of your basket without obligation by clicking on **“basket”**. You can remove your products from the basket by clicking on **„remove“** at any moment. If you want to buy the products in your basket, please click on the button **“next step”**. Then you will be invited to enter your personal data, your choice of payment and your confirmation of acknowledgement of these General Terms and Conditions, and this clients' information. You can cancel the order transaction at any time, or can finish it by clicking on the button **„completing the order”**

(2) By clicking on the **„completing the order“**-button you are making a legally binding order for the goods contained in the basket.. Our confirmation by E-Mail about receipt of your order will immediately follow your order. The sales contract is no yet legally binding after your getting the confirmation of receipt, but only with our confirmation of order, alternatively when you receive our delivery information or the goods themselves.

(3) Only persons of age can place orders. If required, you have to send us a copy of your identity card. You are obliged to indicate the data required for the order completely and accurately; this including the data that are given voluntarily.

§ 3 Data protection

(1) We exclusively use your personal data for the transaction of your order. All client data are saved and used in concordance with the relevant provisions of the Federal Data Protection Act (BDSG) and the German Act for Telemedia Services (TMG).

(2) At any time, you are entitled to being freely informed about your data stored by us, and also to claim any correction, barring or erasure of your data. Please e-mail to

info@spacecontrol.de or send us your request per regular mail or fax.

(3) We will not provide third parties with your personal data (this including your address and e-mail-address) without your permission expressly given; it can be withdrawn at any time. Excluded from the aforementioned are our service partners that need your data for the order

processing (e.g. the mail-order firm, or the bank involved in the payment process). In these cases, we restrict the given data to the required minimum.

§ 4 Prices

The prices given on our web-page are end-customer-prices including the separately shown actual German VAT. Shipment costs are charged additionally according to this [shipment costs chart](#).

We would like to point out expressly on the fact that for deliveries to Non-EU-foreign-customers, additionally to the aforementioned total invoice price (end-customer-price and shipment costs), possibly considerable customs and custom related administration fees can arise. Especially, they differ very much within the US-American federal states, due to the differing stipulations. These are charged by and paid to the country of importation, and are to be borne by you. These customs and custom related administration fees cannot be shown on our invoices.

For orders from abroad, we are allowed to request supplemental information from you for to fulfill our own fiscal duties.

§ 5 Conclusion of contract

Our presentation of our goods is not a legally binding offer of our party. Only your order of certain goods is a legally binding offer pursuant Art. 145 German Civil Code (BGB). If we accept your offer, we will send you a confirmation of order by e-mail, which constitutes the legally binding contract.

Alternatively, you can send your order by fax to +49 (0) 8152 – 90968 - 59
or call us: +49 (0) 8152 – 90968 - 10

You can reach us Mondays to Fridays, as of 8 am. to 4 pm, except for public holidays.

§ 6 Credential

As far as we grant reduced prices for a certain good in its detailed specification for educational purposes, you have to procure us with a credential regarding this qualification. The order processing and the successive delivery will only be initiated after we received the credential. The single members of the following academic institutions must procure the following specific credentials:

Accepted credentials (with apparent validity period):

- *Scholars of comprehensive or vocational schools, students:* certificate of enrollment
- *Teachers, tutors, lecturer, employees:* Certificate of employment, signed by the Head of the Institution (stamped and stating name and address of the educational institution)

Please send the credential to:

+49 (0) 8152 – 90968 – 59

by e-mail: info@spacecontrol.de

Postal address:
SpaceControl GmbH
Am Technologiepark 10
D-82229 Seefeld

§ 7 Terms of payment

The payment will be effected at your option by credit card (we use the „SSL-procedure“ to encode the transfer of your personal data), or per bank transfer. If procured by our web-shop, you can also pay per check or by C.O.D. The purchase price is due in contemporaneous performance with the delivery of the goods, if C.O.D. has been chosen by the customer; otherwise, it is due with our order confirmation.

§ 8 Vouchers

We grant vouchers to our clients during special promotions. These vouchers can only be used in our online-shop, where during the order process a voucher code must be entered. Every voucher can be used only once. Per order, only one voucher can be used. The vouchers are transferable. Moreover, they can be limited or restricted, as specified in the text of the voucher. If a voucher has expired or cannot be used in a special order process, you will be informed about this before you have concluded your order process. The value of the voucher will not be disbursed in cash.

§ 9 Retention of title, Rescission in case of default of payment

We shall retain full title of the goods that have been delivered until you have paid entirely.. If you are in default for payment for more than ten days, we are entitled to rescind the contract and to recall the goods.

§ 10 Terms of delivery

(1) We deliver the goods according to the terms agreed with you. Shipping costs are indicated according to the shipping method as chosen by you, and are shown separately on the invoice.. We point out that for deliveries abroad the shipping costs, the customs duties or fees can increase considerably.

(2) If the product specification does not contain deviant information, delivery will be effected within ten days after the confirmation of order. In case of delay, we will inform you within five days after your order. Dates or terms of delivery that are deviant to the aforementioned are only binding with our written confirmation.

(3) If the delivery fails, or if we do not deliver as specified in the contract, you are obliged to set as a time limit of two weeks. Otherwise, you are not entitled to rescind the contract.

(4) We can initiate part-deliveries, if this is reasonable for you. Additional delivery costs are only charged if they were agreed expressly.

§ 11 Costs of return shipment for customers

You must bear the regular costs of the return shipment (as far as you execute your legal right of revocation as a consumer) if the delivered goods correspond to the ordered goods, and if the price of the resented goods does not exceed the amount of 40 Euros, or if the price exceeds the 40 Euros and at the date of revocation you have not yet rendered service in return or given a contractual part payment.

Otherwise, the return shipment is exempt from charges.

§ 12 Warranties

(1) The warranty follows the legal stipulations, restricted to the fact that in case of defect at our option, we replace the defect goods, or amend it. If the amendment fails or if the replaced goods are defective, you can return the goods and be refunded completely, or you can keep the goods with a reduction of the purchase price.

(2) For manufacturer's warranties, please refer to the product specification.

(3) The statute of limitation for the delivered goods is limited to two years, starting with the receipt of the goods.

§ 13 Restriction of liability

(1) We shall only be liable for damages other than caused by culpable injury of life, limb or health of customer in the event of malice aforethought or gross negligence..

(2) We shall be liable for every culpable breach of a cardinal contractual duty that endangers the fulfillment of the contract's aim, or for culpable breach of those duties whose fulfillment enables the performance of a contract and on whose compliance you generally rely. In the event of slight negligence of SpaceControl or its vicarious agents we are only liable for the foreseeable damage typically occurring.

(3) Liability on the basis of the Product Liability Act shall apply without limitations.

§ 14 Miscellaneous

(1) The legal relationship between the parties is exclusively governed by German Law, international purchase laws shall not apply. This shall, in particular, refer to the UN Convention (CISG) on the International Sale of Goods. Mandatory provisions of the State of your ordinary residence shall remain unaffected.

(2) To the extent that you have no residence or regular address in Germany or you change your principal address to move abroad after the conclusion of the contract, or if your principal address is not known at the moment of bringing a suit, the sole place of jurisdiction of any suits is Munich (our principal place of business).

(3) The invalidity of any provision of these general terms and conditions of sale shall not affect the validity of other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.

Right of revocation for consumers: (Sec. 312 d, 355 German Civil Code)

(1).Right of revocation

You as a Customer can revoke the contract in writing (e.g. by letter, fax, e-mail, or alternatively – when the commodities were handed out to you before the expiring date – by returning the commodities to us) within 14 days of receipt without stating reasons. The period shall commence no earlier than receipt of this revocation instruction in a written form, the commodities and however, not before the recipient has received the goods (for repetitive deliveries of similar goods not before the arrival of the first part-delivery), and however not before we fulfilled our duties of informing you pursuant Article 246 § 2 , sec. 1 subsec. 1 and 2 EGBGB and our duties pursuant sec. 312g subsec. 1 sentence 1 German Civil Code (BGB), Article 246 sec. 3 EGBGB. Punctual dispatch of the commodities shall be sufficient in order to revoke the contract concluded with us. Returns shall be made to the following address:

SpaceControl GmbH, Geschäftsführer: Herr Manfred Engelhardt, Am Technologiepark 10, D-82229 Seefeld.

Fax: +49 (0) 8152 – 90968 - 59

E-Mail: info@spacecontrol.de

(2). Consequences of revocation:

In the event of an effective revocation, the consideration received by both parties shall be restituted and any benefits received (e.g. interest) shall be returned. If Customer cannot retribute the performance received as well as usage advantages (e.g. use and enjoyment), either totally or partly or only in a deteriorated condition, he shall, if applicable, be obliged to compensation to us insofar. Regarding the deterioration of the object this applies only insofar as the deterioration is due to a handling that exceeds the testing of its characteristics and functionality. By “testing of its characteristics and functionality” we understand the testing and checking of the respective good, as this is possible and common in a retail store. Objects capable of dispatch by parcel shall be returned at our risk. You must bear the regular costs of the return shipment (as far as you execute your legal right of revocation as a consumer) if the delivered goods correspond to the ordered goods, and if the price of the resent goods does not exceed the amount of 40 Euros, or if the price exceeds the 40 Euros and at the date of revocation you have not yet rendered service in return or given a contractual part payment. Otherwise, the return shipment is exempt from charges. Objects not capable of dispatch by parcel shall be collected from Customer. Obligations regarding the refund of payments must be satisfied within 30 days. This period commences for you with the dispatch of your cancellation request or the item; for us it starts with our receipt of the same.

End of the instructions on revocation

End User License Agreement (EULA) of SpaceControl GmbH

Please read carefully: SpaceControl allows the use of this computer program only on the following conditions according to this License Agreement (EULA):

1 General Provisions

- 1.1 The computer programs of SpaceControl GmbH are copyright reserved in favour of
SpaceControl GmbH
Am Technologiepark 10
D-82229 Seefeld
- hereinafter called "SpaceControl" –
- 1.2 SpaceControl is supplier of a 3D input device. The 3D input device can only be used at a computer workstation, if a computer program is installed on the computer on which the 3D input device is to be used. The computer program is, on the one hand, stored on a CD-ROM enclosed to the 3D input device. On the other hand, it is also provided for downloading free of cost on the website www.spacecontroller.de.
- 1.3 End user within the meaning of this End User License Agreement is the person or entity that intends to use the 3D input device for its own business or private purposes.
- 1.4 Entrepreneur is every person or entity that acts in exercise of his or its trade, business or profession when entering into this agreement (section 14 of the German Civil Code [BGB]).
- 1.5 General conditions of business of the end user shall not apply. The application of the end user's general conditions of business is explicitly objected herewith.

2 Object of the License Agreement

- 2.1 The object of the License Agreement (hereinafter: EULA) is the right of use in the computer program of SpaceControl conveyed to the end user. This EULA shall also apply to all updates that are conveyed to the end user after the installation of the computer program. The source code is not object of this contract.
- 2.2 SpaceControl will make updates available at its own discretion. It is for the end user to install the computer program and the updates.

3 Programming Interfaces

The programming interfaces of the computer program are subject to continuous further technical development; SpaceControl therefore reserves the right to technically change the interfaces of the computer program any time. A change of the interfaces may result in an incompatibility between the computer program and the 3D software employed by the end user. SpaceControl recommends therefore to make a backup copy of the computer program before downloading an update so that the system can be reverted to the previous condition in case of an incompatibility. SpaceControl may only make the latest version of the computer program available for downloading, not the previous versions.

4 Rights in the Computer Program

- 4.1 SpaceControl grants the end user who is the rightful purchaser of a 3D input device and the related copy of the computer program the continuing non-exclusive and transferable right to use the computer program and the updates made available by SpaceControl, if any, in object code form exclusively in connection with the 3D input device according to the following provisions of this EULA and the conditions of use as laid down in the performance description of the 3D input device.
- 4.2 The end user has the right to copy the computer program insofar as this is necessary for the use of the computer program and/or the 3D input device. The necessary copies include, in particular, the installation of the computer program from the CD-ROM or from the downloaded installation archive into the mass storage of the hardware employed and the loading of the computer program into the working storage during the operation of the computer program.
- 4.3 In addition to that, the end user has the right to make one (1) backup copy. Backup copies on mobile data media must be marked as backup copies of the computer program.
- 4.4 Other than provided by mandatory law (in particular according to sections 69 d, 69e of the German Copyright Act [UrhG]) or allowed according to this EULA, the end user is not entitled
 - 5 to copy or revise the computer program or the documentation;
 - 6 to decompile the computer program or to reconstruct its different development levels in other ways if this is not indispensable for the purpose of achieving interoperability with an independently created computer program;
 - 7 to distribute, disclose, market, rent out or lease out the computer program or the documentation, also via internet or any other network technology;
 - 8 to use the computer program or the documentation in the framework of the operation of a data processing service centre for third parties, a service bureau or an ASP solution.
- 8.1 Copyright notices, serial numbers and other characteristics serving the purpose of program identification must neither be removed nor manipulated. This applies to a suppression of the on-screen display of such characteristics.
- 8.2 The end user has the right to transfer the computer program once only to a third party. If the end user exercises this right, he is obliged to completely abandon his own use of the computer program, to delete existing copies and/or surrender an existing backup copy either to the third party or delete it. The rights of use granted to the end user with this EULA expire upon the transfer of the computer program to the third party.
- 8.3 For a use of the computer program exceeding one of the above provisions as well as the performance description of the 3D input device and an extension of the scope of use, the end user needs an additional granting of rights by SpaceControl against extra remuneration.
- 8.4 The end user shall advise SpaceControl promptly in writing, if a violation of the above provisions has occurred and comes to his or its knowledge. He or it shall fully and promptly co-operate with SpaceControl in order to take remedial action in each case of unauthorized publication or use of the licensed computer program.

9 Limitation of Liability

- 9.1 With respect to the computer software downloaded by the end user, the following shall apply:
- 9.1.1 SpaceControl is unconditionally liable subject to the statutory provisions
- for intent and gross negligence,
 - for damage resulting from injury to life, body or health,
 - according to the provisions of the German Product Liability Act [Produkthaftungsgesetz], and
 - for damage covered by a guarantee granted by SpaceControl.
- 9.1.2 For other damage, SpaceControl shall be liable subject to the statutory provisions only as follows:
- 9.1.3 SpaceControl shall only be liable for the foreseeable damage typical for the contract for such damages which arise from a slightly negligent violation of material contractual obligations by SpaceControl or one of its legal representatives or persons employed in the performance of its contractual obligations. Material contractual obligations are obligations that are absolutely necessary for the proper performance of the contract and that the customer can normally trust and expect to be complied with.
- 9.1.4 For other cases of slight negligence, liability is excluded.
- 9.1.5 The liability for a loss of data is limited to the typical recovery expense that would have been incurred in case of a regular and risk-adequate creation of backup copies by the customer.
- 9.1.6 The above provisions shall also apply analogously to the liability of SpaceControl with respect to the reimbursement of futile expenditure.
- 9.2 With respect to downloaded updates, SpaceControl shall only be liable in case of intentional or grossly negligent violation of duties. The same shall apply to damage resulting from injury to life, body or health and in case of a violation of material contractual duties.

10 Other Provisions

- 10.1 Place of performance and place of jurisdiction is Munich provided that the end user is a merchant, a legal entity or a corporate body under public law or special assets under public law within the meaning of section 29 (2) of the German Code of Civil Procedure [ZPO] and section 38 (1) of the German Code of Civil Procedure [ZPO].
- 10.2 The End User License Agreement is drawn up in German and English. In the event of differences in meaning between these versions, the German version shall be authoritative.
- 10.3 The law of the Federal Republic of Germany shall apply with the exception of the rules that refer to another jurisdiction; the application of the UN Convention on the International Sale of Goods is explicitly excluded.