

## Q-Ray Console

### General terms and conditions

#### 1. Content of online services

The owner does not accept any liability for the currentness, correctness, completeness or quality of the information provided here. Liability claims against the owner, which refer to material or non-material damage caused by the use or non-use of the information offered or by the use of incorrect and/or incomplete information, are excluded in principle, unless there is evidence of wilful intent or gross negligence on the part of the owner. All services are subject to change and non-binding. Parts of the pages or the complete publication including all services and information might be extended, changed or partly or completely deleted by the owner without separate announcement.

#### 2. References and Links

In the case of direct or indirect references to external websites which are outside the owner's area of responsibility, a liability obligation would only come into force in the event that the owner is aware of the content and it would be technically possible and reasonable for him to prevent use in the event of illegal content. The owner hereby expressly declares that at the time the links were created, no illegal content was discernible on the linked pages. The owner has no influence on the current and future design, content or authorship of the linked pages. He therefore expressly dissociates himself from all contents of all linked pages that were changed after the link was set. This statement applies to all links and references set within our own Internet service. For illegal, incorrect or incomplete contents and especially for damages resulting from the use or non-use of such information, only the owner of the linked site is liable.

#### 3.a) Copyright and trademark law

The owner endeavours to observe the copyrights of the graphics and texts used in all publications, to use graphics and texts created by himself or to use licence-free graphics and texts. All brand names and trademarks mentioned within the Internet service and possibly protected by third parties are subject without restriction to the provisions of the respective valid trademark law and the ownership rights of the respective registered owners. It cannot be concluded from the mere mention of trademarks that they are not protected by the rights of third parties. The copyright for published objects created by the owner himself remains the sole property of the owner. Duplication or use of such graphics and texts in other electronic or printed publications is not permitted without the express consent of the owner.

#### 3.b) Documents available on this website

The documents made available here (advertising material, operating instructions, data sheets) may be used unchanged for information and non-commercial purposes, but always with reference to the author.

#### 4. Privacy Policy

We collect and use customers personal or company-related data exclusively in accordance with the basic data protection regulation (VO (EU) 2016/679; DS-GVO). For technical reasons, customers Internet browser automatically transmits data to our web server when the Customer access our website. This includes data such as: Time of access, URL of the referring website, file accessed, amount of data sent, browser type and version, operating system and the Customers IP address. This data is stored separately from other data that the Customer enter when using our service. It is not possible for us to assign this data to a specific person. This data is evaluated for statistical purposes and then deleted.

If the Customer have linked a Ray Console with his/her rayconsole.com account, then the customers e-mail address will be visible to anyone with physical access to that Ray Console.

#### 5. Right of access to information

As a user of our Internet services, the Customer have the right to request information from us about the data stored about the Customer or the Customers company. Upon the Customers request, the information will be provided electronically.

#### 6. Disclaimer

This disclaimer is to be regarded as part of the internet publication which the Customer were referred from. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

This disclaimer applies to any damage or impairment caused by loss of performance, error, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration or use of records, whether for breach of contract, tort, negligence or any other reason. The Customer expressly acknowledges that the Website is not liable for the defamatory, offensive or illegal conduct of other Customers or third parties and that the risk of infringement for the above reasons lies exclusively with the Customer. The owner nor any of its representatives, partners or content providers are liable for direct, indirect, incidental, special or consequential damages resulting from the use of the website or the inability to access or use the website, or from breach of warranty. The Customer hereby acknowledges that the provisions of this section apply to all content on the Website.

#### 7. Prices

Prices incl. taxes are shown. In spite of our constant efforts, a small number of products may have the wrong price. The prices are checked during order processing. The prices are correct when the payment is approved.

#### 8. Conditions of sale

The software is the copyright protected work of PXM Trade GmbH and/or its suppliers. Use of the software is subject to the terms of the Ray Console License Agreement.

Only the end user may use the software after downloading it in accordance with the licence agreement. Reproduction or resale of the Software outside the terms of the License Agreement is expressly prohibited by law and may result in severe civil and criminal penalties. Violations will be prosecuted vigorously.

If the Customer register in our shop and buy or subscribe to a software module, he/she assures that he/she is of legal age and thus have the right to conclude a binding contract. All information the Customer provide to us in connection with the order is true and correct and the Customer is an authorised user of the payment method provided. The receipt of an order confirmation by the Customer does not constitute acceptance of an order by us. We reserve the right to refuse an order placed by the Customer.

Before we accept an order, it may be necessary to verify the information. We reserve the right to accept, amend or refuse the Customers order at any time, even after receipt of an order confirmation, for whatever reason. We reserve the right to limit the number of items ordered and to refuse service to the Customer without prior notice. If an item is priced incorrectly, either due to a clerical or other error, we have the right to refuse or cancel such an order at the incorrect price, regardless of whether the order is being processed or has already been processed. If payment has

already been made or if the Customers account has already been debited with the purchase and the order is cancelled, we will credit the Customers account with the amount of the incorrect price. The contractual partner is PXM Trade GmbH, Weil am Rhein, Germany. By purchasing and thus concluding a contract, the Customer agree to receive invoices electronically. The electronic invoice is sent via email shortly after purchase.

#### Changes to the Terms of Sale

We reserve the right to make changes to our website, policies, terms and conditions including these Terms of Sale at any time. The Customers order will be subject to the terms and conditions of sale, contract terms and general terms and conditions in force at the time the Customer place his/her order, unless a change to these terms and conditions is required by law or government order (in which case they will also apply to orders previously placed by the Customer). If any provision in these Terms of Sale is invalid, void or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

#### Promotions and Discounts

Unless otherwise specified, promotions and discount offers cannot be used in conjunction with any other offer. Any refunds or cancellations will take into account the discounted price charged as part of the offer; please see details of the promotion or discount offer for further information. No cash alternative as available. Promotions and discount offers are only valid for explicit period of time stated in the details of the offer.

#### Software Licences

Ray Console runs with their commercial software, which can be purchased or subscribed to from the web shop. The licence refers to a console serial number. Only the linked console can use the purchased software. If the console is resold, the software licence is also resold, thereby acquiring the right to use the software. Redistributing or copying the software is a criminal offence.

#### 9. Payment methods

PXM Trade allows buyers and sellers to use payment methods on rayconsole.com. Users can pay and accept payments by credit card, debit card, PayPal etc. - all in their national payment currency. This policy explains all rights and obligations of the Customer when using payments. By paying with one of these options, the buyer confirms that he is of legal age and that he is the owner of the payment method.

#### 10. Shipping and Delivery

After confirmed payment, the software can only be downloaded on the console. The Customer will receive an order confirmation and invoice via e-mail.

#### 11. Availability and cancellation

The software is ready for download on the console immediately after ordering. The invoice amount will be debited from the payment method the Customer specified. The length of the billing period depends on the subscription or purchase the Customer have chosen.

The Customer can cancel his/her Ray Console module subscription at any time. However, the subscription expires at the end of the current period. Payments are non-refundable and we do not grant refunds or credits for incompletely used monthly periods.

If the Customer do not pay the monthly subscription price, his/her credit card expires or a payment is revoked, the licence will be blocked, without loss of show data, until the next payment.

#### 12. Right of withdrawal

There is no withdrawal right for the software, if PXM Trade GmbH has provided the software completely and the Customer have taken notice of it before the order and have explicitly agreed that

we can begin with the provision of the service and the Customer lose his/her withdrawal right in case of complete fulfillment of the contract.

#### Claims for defects and statute of limitations (warranty)

The customer is obliged to check the goods upon receipt. Defects in the goods must be reported to us immediately. Damages that are due to transport are to be complained to the transport company. No claims for defects can be asserted if the notice of defects has not been received by us in due time.

The buyer's warranty claim shall become statute-barred one year after the delivery of the purchased item. The statutory period of limitation shall apply to claims for damages in cases of intent and gross negligence as well as injury to life, body and health based on an intentional or negligent breach of duty.

In the event of a notice of defect, we may inspect and test the goods complained about in unchanged condition. The rejected goods may only be returned or otherwise used with our prior consent.

Warranty claims do not exist in the event of an only insignificant deviation from the agreed quality, in the event of an only insignificant impairment of customary use, in the event of natural wear and tear as well as in the event of damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work or due to special influences that are not provided for under the contract. If the customer or third parties carry out improper repair work or make changes to the goods, no warranty claims can be made for these and the resulting consequences.

Insignificant or customary deviations of the goods do not constitute a defect. Insofar as parts of the delivery show defects, this does not entitle the customer to complain about the entire delivery, provided that the customary use of the entire delivery is not unreasonably restricted.

If the goods have a defect which was already present at the time of the transfer of risk and if the customer has complied with his obligation to give notice of defects, we shall be entitled to initially provide subsequent performance, at our discretion either by rectification/removal of defects or replacement delivery of defect-free goods against return of the rejected goods. In case of quantity errors, subsequent delivery will be made. We must always be given the necessary time and opportunity to carry out the supplementary performance. Insofar as all reasonable attempts to remedy the defect or make replacement deliveries fail, or if these are not possible within a reasonable period of time, or if a reasonable grace period set by the customer expires without the defect being remedied, the customer may, at his discretion, withdraw from the contract or demand a reduction in price (price reduction). We shall not be entitled to any further claims against us.

Claims of the customer due to expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded if the expenses increase because the delivered goods have subsequently been taken to a place other than the customer's registered office; unless the transfer corresponds to their intended use.

Recourse claims of the customer against us shall only be considered if the customer has not made any agreements with his buyer that go beyond the statutory warranty claims. With regard to the scope of the right of recourse, the above applies accordingly.

No claims against us can be derived from the manufacturer's guarantee of the delivered goods.

We shall only be liable in the event of a culpable breach of such contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which we may regularly rely. The liability is limited to the amount of the foreseeable damage typical for the contract. A liability exclusion also includes possible claims against employees, legal representatives and vicarious agents. Liability for culpable injury to life, body or health remains unaffected. Liability for other damages based on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent shall also remain unaffected.

In accordance with the legal situation regarding software or other digital products with unlimited rights of use for an unlimited period of time, we are also not liable for damages culpably caused by the manufacturer or his vicarious agents when selling software and other digital products with limited rights of use; the manufacturer is not a vicarious agent of ours. Software and other digital products are provided in accordance with the suppliers' licence conditions, compliance with which the customer assures.

#### 14. Applicable law

Local court Lörrach, Germany