

General Return Conditions for Prianto GmbH and Prianto Projects and Procurement Management GmbH

For the processing of warranty and guarantee cases as well as the return of new goods - to which there is no legal claim - the following conditions apply in addition to the General Terms and Conditions of Prianto GmbH and Prianto Projects and Procurement Management GmbH (hereinafter: Prianto):

1. RMA (Return Material Authorisation) number

A return of the goods to Prianto is only possible after Prianto has issued an RMA number. The RMA number can be applied for at rma@prianto.com. The issuing of an RMA number does not imply the acceptance of the return or of a warranty or guarantee obligation.

2. Return of new goods (wrong order, wrong delivery)

a. When returning new goods, the RMA number must be requested within 10 calendar days from the date of the delivery note. The return shall be deemed to have been made in good time if the products arrive at Prianto complete within 5 calendar days from the notification of the RMA number.

b. The following products are generally excluded from return in the event of an incorrect order:

- all products with a net sales price below EUR 50
- project orders
- goods discontinued by the manufacturer
- software licenses
- goods explicitly excluded from return

This list can be changed or supplemented by Prianto at any time.

c. Please compare the details on our delivery note with your order immediately after receipt of the goods.

d. After corresponding approval of the return by Prianto, the customer will receive a credit note on open claims in the amount of the current daily price of the respective products, but not exceeding the invoice price. Insofar as the products

have already been paid for, the customer shall receive a corresponding credit note, which can be deducted from new orders. Shipping costs and other surcharges shall not be credited.

3. Return to Prianto

Returns will only be processed by Prianto if the fully completed Prianto authorisation form is enclosed with the return. The return shipment must be packed appropriately for transport and clearly marked on the outside with the issued RMA number. Returns must be sent to the following address:

Prianto GmbH, Barthstr. 18, 80538 Munich, Germany

resp. **Prianto PPM GmbH, Barthstr. 18, 80538 Munich, Germany**

The customer shall bear the risk as well as the transport and packaging costs for the return until the goods are received by Prianto. It is advantageous to return the goods in an outer carton; this avoids damage, sticking and labelling of the original packaging. In warranty and guarantee cases Prianto cannot assume liability for accessories sent along if the goods should be sent without accessories according to Prianto's instructions. The offer to return goods is basically limited to products that the customer has purchased from Prianto.

4. Inspection

Returns are only accepted subject to inspection by Prianto or the manufacturer. If the conditions according to these ARB are not present, if the actual condition of the goods does not correspond to the information in the RMA application, Prianto can refuse the acceptance, or the products will be sent back to the customer at his expense and risk. If it turns out during the processing of warranty and guarantee cases that a material defect does not exist and a credit note has already been issued, the value of this unjustified credit note shall be charged to the customer's account again. Prianto is entitled in the cases mentioned above to charge a lump sum of EUR 75. The customer shall be at liberty to prove a lower expense.

5. Miscellaneous

Supplementary agreements must be made in writing. This also applies to the waiver of the written form requirement. The place of jurisdiction is Munich if the customer is a merchant.