



# Terms and conditions for mobile radio modem



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The following **Special Terms and Conditions** which shall form of the contract apply to central units („products“) that are equipped with a mobile radio modem in addition to General Delivery and Assembly terms.

### **1. Scope of the delivery and performance obligations**

- 1.1 QUNDIS solely owes the delivery of the contractually specified product as well as the provision of the ancillary services stated in the contract. Unless any deviating agreement was made, QUNDIS owes for products that are equipped with a mobile telephone modem in particular neither the provision of mobile telephone services of any kind, nor the mediation of the conclusion of a mobile phone contract with a mobile network provider. It is the sole responsibility of the buyer to conclude such a mobile phone contract and to ensure connection to a mobile network.

### **2. Warranty, risk of use of the mobile phone modem; changes to the mobile network standard or regulations**

- 2.1 Unless no specific deviating agreement was entered between QUNDIS and the buyer, QUNDIS shall be responsible within the framework of the contractual agreements (including the General Delivery and Assembly Terms) and “additionally” the statutory warranty regulations for ensuring that the product including the integrated mobile phone modem features the contractually agreed condition at the time of passing the risk or, unless no particular contractual condition was agreed, is customary for similar products and which the buyer can expect according to the type of the product. The technical features of the mobile phone modem can be derived from the product data sheet that QUNDIS shall make available to the buyer on request before the conclusion of the contract.

- 2.2 QUNDIS explicitly points out that the data transmission via mobile radio depends on the radio propagation conditions at the specific assembly location and mobile radio connections cannot be established at all times, nor at all locations with particular atmospheric or geographical conditions (particularly within closed rooms and in so-called dead spots). It is the sole responsibility of the buyer to check the radio propagation conditions at the intended assembly location before conclusion of the contract.

Accordingly, QUNDIS does not assume any warranty and liability for the fact that a mobile radio connection can be established with the product at the assembly location chosen by the buyer and it is not impaired or interrupted. The contractually agreed warranty regulations (including the provisions of the General Delivery and Assembly Terms) as well as “additionally” the statutory warranty regulations for technical faults or defects, inherent to the product itself, remain unaffected.

Sentences 1 to 3 also apply if the buyer informed QUNDIS about the intended assembly location or other conditions before or upon conclusion of the contract.

- 2.3 QUNDIS points out that telecommunication services, particularly due to technical developments, changed mobile radio standards and changed statutory or official provisions, may be subject to changes. QUNDIS shall not warrant for the fact that the mobile radio modem integrated into the product will comply with future, i.e. technical standards or statutory or legal or official provisions which will apply after the passing of risk. QUNDIS is not obliged to adapt the mobile radio modems to changed conditions.

- 2.4 QUNDIS is not liable for the proper provision of mobile radio services by the respective mobile service provider.

### **3. Final provisions**

- 3.1 As far as the above Special Terms and Conditions deviate from the General Delivery and Assembly Terms, the Special Terms and Conditions shall have precedence over the General Delivery and Assembly Terms. Otherwise the provisions of the General Delivery and Assembly terms shall apply.

- 3.2 Should individual provisions of the above mentioned Special Terms and Conditions be invalid in full or in part, this will not affect the validity of the remaining provisions. An invalid provision will be replaced by a provision which is closest to the one considered invalid in its economic significance.