

# General terms and conditions pursuant to the Distance Selling Act

## Section 1: Scope

- (1) These sales terms shall apply exclusively. We only accept contradicting or deviating conditions of the purchaser if we expressly consent to the applicability in writing. The written form is required for any agreements between us and the purchaser in connection with the execution of the contract.
- (2) These sales terms shall equally apply to any future business with the purchaser.

## Section 2: Quotation

If the order is considered a quotation pursuant to section 145 of the Civil Code (BGB), we will be able to accept it within 1 week.

## Section 3: Prices and payment

- (1) If nothing else has been agreed, our prices exclude freight and packaging. These costs will be charged at cost price based on the quantities sold.
- (2) The deduction of a 3% discount is granted for payments made within 1 week and a 2% discount for payments made within 2 weeks. The deduction of a discount is excluded for later payments or if the products are exported.
- (3) Our prices do not include the applicable sales tax. It will be charged separately.
- (4) If nothing else has been agreed, the purchase price will be due for payment within 30 days upon receipt of the invoice. If the purchaser is in arrears when merchandise is sold to an end user, interest in arrears in the amount of 5% above the base rate pursuant to the Civil Code per year will be charged. If the purchaser is in arrears when merchandise is sold to a merchant, interest in arrears in the amount of 8% above the base rate pursuant to the Civil Code per year will be charged. We reserve the right to assert higher damage caused by the delay.

## Section 4: Delivery time

- (1) The start of our specified delivery time is based on the clarification of any technical questions as well as the timely and proper fulfilment of the purchaser's duties.
- (2) If the purchaser is in arrears with the acceptance of the merchandise or violates any other duties to cooperate, we are entitled to request compensation for the incurred damage, including possible additional expenses. In case of delayed acceptance, the risk of accidental loss or accidental deterioration of the purchase object will be passed to the purchaser starting from the time he is in arrears with the acceptance.
- (3) Due to the direct import, our specified delivery times are subject to change without notice and non-binding.

## Section 5: Passing of the risk

If the merchandise is shipped to the purchaser at his request, the risk of accidental loss or accidental deterioration will be passed to the purchaser as soon as the merchandise is shipped out, but no later than when it leaves the warehouse. This applies irrespective of whether the merchandise is shipped from the place of fulfilment and who is required to cover the shipping costs.

## Section 6: Reservation of title

- (1) We reserve the right to ownership of the delivered merchandise until all invoices in connection with this delivery contract have been paid in full. We are entitled to take back the object of the sale if the purchaser is violating the contract. The retraction of the object of the sale does not constitute the cancellation of the contract, unless the cancellation is explicitly declared in writing.
- (2) As long as the ownership has not yet been transferred to him, the purchaser agrees to handle the object of the purchase carefully.
- (3) The purchaser is authorised to sell the goods subject to the retention of title within the scope of regular business transactions.

## Section 7: Warranty of defects / liability

- (1) The purchaser's guarantee entitlements require him to properly fulfil his duties to examine and object pursuant to sections 377 and 378 of the Commercial Code (HGB). The purchaser is required to assert any objections in writing within 14 days upon receipt of the merchandise at the place of destination. With respect to business transactions with non-merchants, the above only applies insofar as the defects are obvious.
- (2) If the object of the sale contains a defect for which we are responsible, we are entitled to remedy the defect or replace the object at our choice. If the remedy of the defect / replacement delivery fails, the purchaser is entitled to request the cancellation of the contract or a corresponding reduction of the purchase price (reduction) at his choice. If the subsequent fulfilment fails or is missed, we will be liable to provide compensation for the damage pursuant to the legal provisions, provided we are responsible for the defect, e. g. lack of a promised property.
- (3) For sales to end users, the warranty period is 24 months and 12 months for sales to merchants, starting from the day the risk is passed. To the extent no claims associated with unlawful acts are asserted, these terms also apply to claims for compensation for consequential harm caused by defects.
- (4) We will be liable pursuant to the legal provisions if the purchaser is asserting claims for compensation based on intent or gross negligence, including intent or gross negligence of our representatives and assistants. Liability beyond the scope outlined in section 7 of our general terms and conditions is excluded. To the extent liability opposite us is excluded, this equally applies with respect to the personal liability to provide compensation for damage of our employees, representatives and assistants.

## Section 8: Right of revocation when ordering merchandise

- (1) The purchaser is entitled to revoke the contract within two weeks after the execution of the contract/receipt of the merchandise (important: this period only starts after the duty to inform has been complied with). The sender must be notified of the execution of the right of revocation by means of a durable data storage unit (in writing, on CD ROM, disk, via e-mail). After the two week period has elapsed, the revocation is not permitted, unless the purchaser was not informed in compliance with the duty to inform pursuant to the Distance Selling Act. In this case, the right of revocation will expire within four months upon receipt of the merchandise at the purchaser's location or at the location of the recipient specified by the purchaser.
- (2) If the right of revocation is asserted, the purchaser is required to return the merchandise to the sender. The sender will bear the costs for the return and the transport risk. Deviating from the above, the purchaser will bear the return costs for orders with a value of up to 40 €.

## Section 9: Jurisdiction

The legal venue and place of fulfilment for any claims and legal disputes arising in connection with this contract, including summary enforcement of bills of exchange and proceedings restricted to documentary evidence is Neuss. German law applies exclusively.

## Section 10: Severability clause

If any provisions of this contract are ineffective or unfeasible or become ineffective or unfeasible after the execution of the contract, the effectiveness of the contract as a whole shall not be affected hereof. The ineffective or unfeasible provision shall be replaced with an effective or feasible regulation that reflects the economic purpose the contracting parties originally pursued with the ineffective or unfeasible provision as closely as possible. The covenants above shall apply analogously if the contract contains a gap.

## Section 139 BGB is excluded.